

Exhibit A

Honorable Benjamin H. Settle

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Civil Action No. 3:19-cv-05181

CEDAR PARK ASSEMBLY OF GOD OF
KIRLAND, WASHINGTON,

Plaintiff,

vs.

MYRON "MIKE" KREIDLER, in his official
capacity as Insurance Commissioner for
the State of Washington; JAY INSLEE, in his
official capacity as Governor of the State
of Washington,

Defendants.

VIDEOCONFERENCE and 30(b)(6) DEPOSITION of DEFENDANTS

MYRON "MIKE" KREIDLER and GOVERNOR JAY INSLEE

REPRESENTATIVE KIM TOCCO

PURSUANT TO NOTICE, the above-entitled
deposition was taken on behalf of the Plaintiff on
Wednesday, November 16, 2022, at 10:02 a.m. PST, before
Jana Mackelprang, Certified Realtime Reporter,
Registered Professional Reporter, and Notary Public.

1 APPEARANCES:

2 For the Plaintiff:

3 Kevin H. Theriot, Esq.
4 Alliance Defending Freedom
5 15100 N. 90th Street
6 Scottsdale, Arizona 85260
7 480.444-0020
8 ktheriot@adflegal.org

6 For the Defendant:

7 Paul M. Crisalli
8 Jeffrey Todd Sprung
9 Attorney General's Office
10 800 5th Avenue, Suite 2000
11 Seattle, Washington 98104
12 paul.crisalli@atg.wa.gov

10 Marta U. DeLeon
11 Attorney General's Office
12 PO Box 40100
13 Olympia, Washington 98504
14 marta.deleon@atg.wa.gov

13 Also Present:

14 Daniel Bagley

15

16

17

18

19

20

21

22

23

24

25

1	EXAMINATION INDEX	
2	By Mr. Theriot	Page 5
3		
4		
5	EXHIBIT INDEX	
6	FOR IDENTIFICATION	INITIAL REFERENCE
7	Exhibit 1 Plaintiff's Notice of Rule 30(b)(6) Deposition	9
8	Exhibit 2 WA ST 48.43.005 - Definitions	32
9	Exhibit 3 Substitute Senate Bill 6219	35
10	Exhibit 4 WA ST 48.43.065	66
11	Exhibit 5 WA ST 48.43.725	91
12	Exhibit 6 WAC 284-43-5020	113
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

P R O C E E D I N G S

WHEREUPON, the following proceedings were taken pursuant to the Federal Rules of Civil Procedure.

* * * * *

THE COURT REPORTER: Will counsel please stipulate that the court reporter is authorized to administer the oath remotely; that no objection to admissibility of the deposition will be made based on validity of the oath; and that Ms. Tocco is who she says she is so that I may swear her in remotely?

MR. THERIOT: The Plaintiff stipulates.

MR. CRISALLI: Defendants stipulate.

KIM TOCCO,
having been first duly sworn to state the whole truth, testified as follows:

MR. CRISALLI: Before we begin and turn it over to Mr. Theriot, Defendants want to note for the record first that while this is being recorded for Zoom, we all agree that this is not a videotape deposition under the Federal Rules of Civil Procedure. We did not receive notice of that and that was not the intent of the Plaintiff in this matter.

Second, we received notice that a Topic 6 was changed to cover RCW 48.43.005, subsection (31).

1 We have prepared a witness to testify regarding that
2 statute as relevant, and we'll reserve any objections
3 to specific questions.

4 Last, I would note a general objection to
5 the definition of "employee" within the notice, as
6 can't make heads or tails of why California -- I'll use
7 the language -- why California Department of Managed
8 Health Care is relevant to this case, but we
9 understand -- that term is not used in the topics, so
10 we prepared our witnesses as needed.

11 MR. THERIOT: Okay. So there may be --
12 are you saying that the notice actually refers to the
13 California Department of Health Care?

14 MR. CRISALLI: Yes.

15 MR. THERIOT: Well, that is a problem,
16 and that's my fault. It should not. I appreciate you
17 mentioning that. All right.

18 EXAMINATION

19 BY MR. THERIOT:

20 Q. Ms. Tocco, my name is Kevin Theriot. I'm
21 counsel for Cedar Park, and we are here to take your
22 deposition today.

23 We've got a couple preliminaries to go
24 through, but I think it really just starts off with:
25 Have you ever given a deposition before?

1 A. No.

2 Q. Have you ever testified in court before?

3 A. No.

4 Q. What is your current position?

5 A. I'm currently employed as the health
6 forms program manager at the Washington State Office of
7 the Insurance Commissioner.

8 Q. How long have you been in that position?

9 A. I have been in this position since
10 April 1 of 2020.

11 Q. What was your occupation before that?

12 A. Prior to that, I was also with the Office
13 of the Insurance Commissioner. I started with the
14 Agency in December of 2018, and I was working as an
15 insurance enforcement specialist.

16 Q. So before 2018, what was your occupation?

17 A. I was a regulatory compliance consultant
18 for a health plan.

19 Q. Okay. Which health plan was that?

20 A. It was Providence Health Plan in
21 Portland, Oregon.

22 Q. Have you ever been charged with any kind
23 of -- well, let me rephrase that.

24 Have you ever been charged with any sort
25 of criminal charge other than a traffic violation?

1 A. No.

2 Q. Okay. So I know that you have spoken
3 with your attorneys and they gave you some
4 instructions. I'm certainly not going to ask you about
5 those instructions.

6 I'm not going to go over all the rules,
7 but just to reiterate things, because this is sort of
8 an unnatural thing, especially since you haven't been
9 deposed before, but you understand you're under oath
10 today and this would be just as if you were testifying
11 in a courtroom?

12 A. Yes.

13 Q. Okay. And that was going to be my next
14 thing, that one of the awkward things is you actually
15 have to answer the question and say "yes" or "no,"
16 instead of nod your head or say "uh-huh" or "huh-uh."
17 I will probably make the same mistake. I'll try to
18 remind you when you're doing that.

19 Is there anything that would prevent you
20 from thinking clearly or testifying truthfully today?

21 A. No.

22 Q. Are you on any medications that affect
23 your memory or your cognitive ability?

24 A. No.

25 Q. I think the other thing that is

1 especially true in a video deposition is waiting for me
2 to finish my question before you answer, which I'm sure
3 your attorney spoke with you about; but also that goes
4 both ways, I need to wait until you finish your answer
5 before I ask another question. I'll do my best to do
6 that.

7 Of course, the biggest thing is that we
8 enunciate clearly and we give verbal responses and
9 verbal interactions so that the court reporter can take
10 those down.

11 Of course, we can take a break when
12 you're ready.

13 MR. THERIOT: I believe, Paul, you
14 mentioned that you want to break at noon Pacific
15 Standard Time. So that's in a couple hours.

16 MR. CRISALLI: Yes, please. Thank you.

17 MR. THERIOT: We can definitely do that,
18 not to say that we can't take a break before then, but
19 we can definitely do that. Do you know about how long
20 that will take?

21 MR. CRISALLI: I was thinking of trying
22 to shoot for half an hour, make it the lunch hour for
23 us, if that works for you.

24 MR. THERIOT: Yes, that's fine.

25 MR. CRISALLI: It may be longer depending

1 on how we want to do lunch.

2 MR. THERIOT: Right.

3 Q. (By Mr. Theriot) I'm going to be bringing
4 some exhibits up when I share my screen. You should be
5 able to see them. And, of course, if you can't see
6 them, let me know, but let's start with what I'm going
7 to mark as Exhibit 1. It's the Plaintiff's Notice of
8 Rule 30(b)(6) Deposition. Let's see if I can do this
9 in a way that makes sense.

10 Okay. Can you see that on your screen?

11 A. I can.

12 Q. Okay. So have you seen this -- this is
13 Plaintiff's Notice of Rule 30(b)(6) Deposition -- have
14 you seen this before?

15 A. Yes.

16 Q. Okay. We're going to designate this as
17 Exhibit 1. This is our notice, Plaintiff's Notice of
18 Rule 30(b)(6) Deposition.

19 (Exhibit 1 was remotely introduced and
20 provided electronically to the reporter.)

21 Q. (By Mr. Theriot) And you understand,
22 Ms. Tocco, that you've been designated by the
23 Defendants to testify on their behalf for some of the
24 topics listed in this deposition notice?

25 A. Yes, I do.

1 Q. Based upon the email from your counsel,
2 it's my understanding that you're going to testify as
3 to the following topics. And I'm going to scroll down
4 here so you can see them, and I just want you to
5 confirm that that's correct. Let me try to get this
6 right. All right.

7 So my understanding is that you are
8 prepared to testify today regarding Topics 1, 2, and 3.
9 Those are on the page I'm showing you now.

10 Is that correct?

11 A. Yes, that's correct.

12 Q. Thank you. I'm going to scroll down to
13 6, 7, and 8 here, actually, and 9.

14 And you're also prepared to testify as to
15 Topics 6, 7, 8, and 9; is that correct?

16 A. Yes, that's correct.

17 Q. And then lastly, Topics 11 and 12 in
18 Exhibit 1?

19 A. Yes, correct.

20 Q. All right.

21 MR. CRISALLI: Kevin, can I interject a
22 quick question or request? Not necessarily for this
23 exhibit or subsequent exhibits, to have them be
24 downloadable for the witness and myself. This one is
25 fine because she's viewed it and I have it with me, but

1 just that way we have the ability for the witness to
2 review the whole document.

3 MR. THERIOT: You certainly can make that
4 request, but I'm not sure that I know how to do that.

5 Jana, what's the --

6 MR. CRISALLI: Should we go off the
7 record?

8 MR. THERIOT: Yes, let's go off the
9 record.

10 (There was a brief discussion off the
11 record.)

12 Q. (By Mr. Theriot) Ms. Tocco, we're back on
13 the record.

14 What did you do to prepare for today's
15 deposition?

16 A. I met for a couple hours with my
17 attorneys. I reviewed the deposition notice. I
18 reviewed our responses to interrogatories, and I
19 briefly reviewed some of the statutes at issue.

20 Q. Okay. Do you remember which statutes you
21 reviewed?

22 A. Yes, I do.

23 Q. Which ones were they?

24 A. I reviewed the session law 6219. I
25 reviewed RCW 48.43, and I don't recall which specific

1 sections of 48.43.

2 Q. Okay. How much time did you spend
3 preparing for today's deposition?

4 A. Total, approximately -- approximately
5 four hours.

6 Q. So remind me of your job title again.

7 A. Health forms program manager.

8 Q. As health forms program manager, what is
9 your job description?

10 A. I oversee a team of analysts who are
11 responsible for reviewing certain health form filings
12 for compliance, for legal compliance with laws and
13 regulations.

14 Q. What Is your education?

15 A. I received my JD in 2019. So I have an
16 active bar license. I also have a master's degree in
17 social work and an undergraduate degree in psychology.

18 Q. All right. Prior to coming to work for
19 the Office of the Insurance Commissioner, you worked
20 for Providence; is that right's?

21 A. I did.

22 Q. And what was your position there?

23 A. I worked as a regulatory compliance
24 consultant.

25 Q. Okay. Have you ever practiced law with a

1 firm or anything like that?

2 A. No.

3 Q. Approximately how long did you work with
4 Providence?

5 A. Approximately four and a half years.

6 Q. Okay. And prior to that, where did you
7 work?

8 A. Prior to that, I held a variety of
9 contract positions, but I was working for the State of
10 Oregon, Department of Justice, most recently before
11 Providence.

12 Q. And what did you do for the State of
13 Oregon, Department of Justice?

14 A. I was doing complex document review.

15 Q. And that complex document review, is that
16 within the insurance industry?

17 A. No, it wasn't.

18 Q. What kinds of documents did you review?

19 A. It was related to the nationwide tobacco
20 litigation.

21 Q. Okay. I'd like to move to the first
22 topic in the notice that says, "The State of
23 Washington's policies, procedures, and practices
24 related to review and approval of health care plans."
25 Assuming that I got your -- the questions I have for

1 you right, that's one of the ones you're going to
2 testify to.

3 So what agency regulates health plans in
4 Washington?

5 MR. CRISALLI: Object to the extent it
6 goes beyond the scope of the notice.

7 MR. THERIOT: Okay. Are you instructing
8 her not to answer?

9 MR. CRISALLI: No.

10 Q. (By Mr. Theriot) Go ahead.

11 A. Can you repeat the question, please?

12 Q. What agency regulates health plans in
13 Washington?

14 A. The Washington State Office of the
15 Insurance Commissioner reviews commercial health plans.

16 Q. Are there any -- does the Office of the
17 Insurance Commissioner, does it regulate all forms of
18 insurance in Washington?

19 A. I don't know.

20 Q. But it does regulate health plans, right?

21 A. Fully insured commercial health plans,
22 yes.

23 Q. Okay. What's an example of a health plan
24 that is not a fully insured commercial health plan that
25 it does not regulate?

1 A. The Medicaid plan.

2 Q. Okay. Are there any others that fall
3 into that category?

4 A. In what category is that?

5 Q. Into the category that the Office of the
6 Insurance Commissioner does not regulate?

7 A. Yes, there are.

8 Q. Can you give me a couple more examples
9 besides the Medicaid plan?

10 MR. CRISALLI: I'm going to object to the
11 extent it goes beyond the scope.

12 THE DEPONENT: Another example would be
13 the Medicare coverage.

14 Q. (By Mr. Theriot) So within the area where
15 the Office of the Insurance Commissioner does regulate,
16 are there different types of health plans that it
17 regulates?

18 A. What do you mean by "types"? Can you
19 clarify, please?

20 Q. So the phrase you used to describe the
21 types of plans it regulates, can you repeat that for
22 me? Commercial ...

23 A. Commercial fully insured.

24 Q. Commercial fully insured. So what are
25 some plans that, for instance, are -- that fall into

1 that category? Are there different types of plans that
2 fall into commercial fully insured plans?

3 A. Yes.

4 Q. Okay. So give me some examples of those,
5 please.

6 A. There could be an individual health plan.
7 There can be a group health plan, whether or not there
8 can be a small group health plan or a large group
9 health plan. And those refer to employer groups.

10 Q. But all of those are regulated by the
11 Office of the Insurance Commissioner, right?

12 A. Yes.

13 Q. Are there basic coverage requirements for
14 each type of health plan that is regulated by the OIC?

15 A. Yes, there are requirements for each type
16 of health plan.

17 Q. Where are those requirements found?

18 A. They are found in the Washington code,
19 RCW, and also the Washington administrative code.

20 Q. And how would you refer to those? Are
21 those minimum requirements that must be covered, or how
22 are those referenced?

23 A. It would depend on the specific citation
24 we were talking about.

25 Q. Okay. Could you describe the general

1 process by which the Office of the Insurance
2 Commissioner reviews a health plan submitted for
3 approval?

4 A. Yes, I can speak to how the health plan
5 forms are reviewed for approval.

6 Q. Okay. How does that process work?

7 A. It would start with us, the Agency,
8 receiving a filing from a carrier.

9 Q. And then what's the next step?

10 A. That filing would come to our intake
11 team. And then if it is -- each filing has a
12 designation as far as the type of insurance. And if it
13 is a health plan, it would be assigned to my team.

14 Q. Okay. What materials must be submitted
15 as part of that application?

16 A. We require that all forms that comprise
17 the insurance contract be filed with us.

18 Q. So those forms that comprise the
19 insurance contract would be the forms that the carrier
20 would provide to whoever is purchasing -- who would
21 purchase the plan?

22 A. Yes.

23 Q. And you said your team is responsible for
24 reviewing those materials?

25 A. Yes.

1 **Q. How does your team communicate with the**
2 **carrier throughout that process?**

3 A. We use a system called the system for
4 Electronic Rate and Forms Filing, referred to as SERFF.

5 **Q. So it's all online?**

6 A. It is an electronic system, yes.

7 **Q. Electronic system. Are all**
8 **communications in writing?**

9 A. It varies.

10 **Q. So there could be some phone calls?**

11 A. There could be some phone calls of a
12 nonsubstantive nature.

13 **Q. Okay. And how is approval of that plan**
14 **communicated to you?**

15 A. Ultimately, we would complete a
16 disposition on the filing, and that would be -- that
17 would be a formal approval.

18 **Q. Okay. And that formal approval is**
19 **communicated to the carrier through the system, or is**
20 **there some other way that that's done?**

21 A. Correct, the status would change in the
22 SERFF system --

23 **Q. I see.**

24 A. -- once the --

25 **Q. Sorry, I interrupted you. Would you**

1 repeat that?

2 A. Sure. I just said the status would
3 change in SERFF once our review was complete.

4 Q. And how does the OIC keep track of the
5 plans that it approves or objects to?

6 A. Approving and objecting aren't mutually
7 exclusive for us.

8 Q. Okay. So maybe I should ask it this way:
9 How does OIC keep track of health plans that it
10 approves?

11 A. Those are all maintained as a public
12 record.

13 Q. I see. And are those -- how are those
14 organized as a public record? By the organization, or
15 how are you able to -- well, how are they organized,
16 let's just say?

17 A. They are accessible in SERFF and they are
18 accessible from our public-facing website with a search
19 function.

20 Q. Okay. And you can search by type of
21 plan?

22 A. I don't know.

23 Q. You can search by carrier?

24 A. Yes.

25 MR. CRISALLI: I'm going to put in an

1 objection there. Because she referenced there were two
2 different ways, SERFF and the public-facing program,
3 it's unclear to me which one we're talking about with
4 those two questions.

5 MR. THERIOT: Well, I think I was first
6 of all talking about if the ones that are searchable as
7 a public-facing -- as a public-facing program. That's
8 which one I was referring to.

9 Q. (By Mr. Theriot) Is that the way you
10 understood it, Ms. Tocco?

11 A. Yes, I was speaking to that.

12 Q. Okay. All right. Are there currently
13 approved health plans that do not cover abortion in
14 Washington?

15 A. Yes.

16 Q. Are those health plans offered by
17 religious organizations?

18 MR. CRISALLI: Object to form. Vague.

19 THE DEPONENT: I can't search by a given
20 employer group. So I wouldn't know which employer
21 group of any kind purchased a health plan.

22 Q. (By Mr. Theriot) Okay. So do you know
23 approximately how many health plans, approved health
24 plans, in Washington don't cover abortion?

25 A. I don't know for sure.

1 Q. Is it more than five? Less than five?

2 A. More than five.

3 Q. More than five. Who would know the
4 identity of those health plans that don't cover
5 abortion?

6 MR. CRISALLI: Let me get an objection in
7 there. That's vague. Are you talking as to OIC?

8 MR. THERIOT: Yes, as to OIC.

9 THE DEPONENT: I don't know who would
10 know off the top of their head. It's information that
11 can be accessed in our SERFF system.

12 Q. (By Mr. Theriot) And how -- and that
13 information could be accessed by the public?

14 A. All of our approved, filed and approved,
15 health plans would be accessible to the public to
16 search.

17 Q. Can you search those plans that are
18 accessible to the public based upon whether or not they
19 cover abortion?

20 MR. CRISALLI: Object to form. Vague.

21 THE DEPONENT: No.

22 Q. (By Mr. Theriot) Do you know if any of
23 those plans are available in King County?

24 A. Yes, I do.

25 Q. And are there any that are available in

1 King County?

2 A. I am aware of -- yes.

3 Q. Which plan is that?

4 A. I am aware of a small group health plan
5 offered by Premera.

6 Q. When you say "a small group health plan,"
7 how is that defined?

8 A. A small group would be a plan offered for
9 sale to an employer having 50 or fewer employees.

10 Q. Did you say 50 or fewer?

11 A. 5-0, yes.

12 Q. Okay. Are you aware of any others
13 except -- or besides, excuse me, Premera that offer a
14 health plan that excludes abortion in King County?

15 A. Do you mean -- can you clarify? Do you
16 mean for a larger employer?

17 Q. Well, I was just asking for any other
18 employer, not necessarily a larger employer, but -- I'm
19 sorry, for any employer. I'll ask the question again.
20 Let me just clarify: I'm not necessarily asking for a
21 larger employer.

22 So are there any health care plans that
23 exclude abortion available in King County other than
24 the Premera plan that we just discussed?

25 MR. CRISALLI: Object to form. Vague.

1 THE DEPONENT: There may be. In terms of
2 a larger employer, they have the ability to negotiate
3 certain terms.

4 Q. (By Mr. Theriot) Okay. So you're saying
5 there may be, but you're not aware of any as you sit
6 here today?

7 MR. CRISALLI: Object to form. Vague.

8 THE DEPONENT: Sorry. Correct, I can't
9 search by an employer group.

10 Q. (By Mr. Theriot) But you are -- I
11 understand your testimony to be, though, that if a
12 larger group wanted to attempt to negotiate a plan,
13 they could try?

14 A. Correct.

15 Q. And how would they go about doing that?

16 MR. CRISALLI: Object to form. Beyond
17 the scope.

18 THE DEPONENT: I don't know. That would
19 be between the employer and the carrier.

20 Q. (By Mr. Theriot) Okay. How do you know
21 that they could attempt to negotiate a plan from a
22 carrier as a larger group?

23 A. My understanding is that an employer who
24 wishes to purchase a health plan to cover its employees
25 can contact carriers to make that purchase.

1 Q. Are you aware --

2 A. And --

3 Q. I'm sorry. Go ahead. I interrupted you.

4 A. And the nature of a large group product
5 is that there are terms that they can negotiate.

6 Q. But you're not aware of a large -- well,
7 strike that.

8 Are you aware of a large employer, more
9 than 50 employees, that has negotiated such a plan in
10 King County?

11 A. Can you clarify your time frame?

12 Q. Well, let's start with currently.

13 A. Currently I am not aware of any
14 negotiated large group plan.

15 Q. Are you aware of any since 2018?

16 A. Are we still in King County?

17 Q. Yes.

18 A. No, I'm not aware of any.

19 Q. Are you aware of any outside of King
20 County?

21 A. Yes.

22 Q. Which plan is that?

23 A. I don't have the plan name. I know that
24 there is a product, a health plan, approved for sale by
25 Kaiser Foundation of the Northwest.

1 Q. Do you know which county that is -- I'm
2 sorry -- do you know which county that is offered in?

3 A. I would have to look at the plan
4 documents to identify the service area.

5 Q. And that plan is currently available in
6 those counties, as far as you know?

7 A. It is currently available in some
8 counties. I don't know which counties.

9 Q. Are you aware of any plans that exclude
10 abortion in Snohomish County? Am I pronouncing that
11 right?

12 A. I don't know by county.

13 Q. Okay.

14 A. I wasn't done identifying the other
15 plans, though.

16 Q. Oh, I'm sorry. Go right ahead.

17 A. I was just going to state that I know, as
18 a carrier, Providence Health Plan also offers
19 individual and large group plans in the state of
20 Washington.

21 Q. Do you know if Providence offers those in
22 King or Snohomish County?

23 A. No, I would have to look at the plan
24 documents.

25 Q. What are the reasons why a carrier may

1 offer a plan in certain counties and not others?

2 MR. CRISALLI: Object. Speculation.

3 THE DEPONENT: That would be a business
4 decision.

5 Q. (By Mr. Theriot) There's no -- is there
6 any rule or law that would make some -- offering plans
7 in some counties more so than others?

8 A. Sir, can you repeat that?

9 Q. Is there any Washington rule or law that
10 would make a carrier think that offering a health plan
11 in some counties is more desirable than others?

12 MR. CRISALLI: Object. Speculation.
13 Vague.

14 THE DEPONENT: I don't know what a
15 carrier would think.

16 Q. (By Mr. Theriot) Are there any Washington
17 laws or regulations that limit or apply to health care
18 plans that only apply in certain counties in
19 Washington?

20 A. Could you repeat that?

21 Q. Sure. Are you aware of any Washington
22 law or regulation that regulates health care plans only
23 in certain counties?

24 MR. CRISALLI: Object. Beyond the scope
25 and vague.

1 THE DEPONENT: No, I'm not aware of any.

2 Q. (By Mr. Theriot) Are you familiar with
3 Providence's plan that it offers?

4 A. Generally familiar with Providence's
5 health plan, yes.

6 Q. Does it cover drugs that are -- strike
7 that.

8 Does it cover all forms of birth control?

9 MR. CRISALLI: I'm going to object to
10 form as well as potentially beyond the scope.

11 THE DEPONENT: I would have to review
12 plan documents. In general, it does cover
13 contraception.

14 Q. (By Mr. Theriot) Are you aware of any
15 plans offered by carriers in King and Snohomish
16 Counties that do not cover all contraception?

17 A. I'm not aware of any.

18 Q. Are you aware of any other currently
19 approved health plans that don't cover abortion in all
20 contraception?

21 MR. CRISALLI: Object to form.

22 THE DEPONENT: Can you repeat? Are you
23 asking about two types of coverage?

24 Q. (By Mr. Theriot) Well, I can split it up.
25 Are you aware of any other health plans

1 that are currently offered that don't cover abortion?

2 MR. CRISALLI: Object to form.

3 THE DEPONENT: Other than the ones I've
4 stated, no.

5 Q. (By Mr. Theriot) Are you aware of any
6 health plans, currently approved health plans, that
7 don't cover contraception?

8 MR. CRISALLI: Object to form.

9 THE DEPONENT: I am not.

10 Q. (By Mr. Theriot) Is there any state law
11 or rule that requires employers to offer health plans?

12 A. Can you repeat that?

13 Q. Yes. Is there any state law or rule that
14 requires employers to offer health plans to their
15 employees?

16 A. Well, the Office of the Insurance
17 Commissioner would not regulate employers.

18 Q. I'm sorry, can you repeat that answer
19 again?

20 A. I said the Office of the Insurance
21 Commissioner would not be regulating an employer.

22 Q. I understand that, but is there a state
23 law or rule that actually requires employers to offer
24 insurance that you're aware of?

25 A. Within the entire Washington code, not

1 that I'm aware of.

2 Q. I understand that you came to work for
3 the Office of the Insurance Commissioner about the time
4 that SB 6219 was enacted, but I'm going to ask this
5 question anyway.

6 A. Okay.

7 Q. So before SB 6219 was enacted, had the
8 Office of the Insurance Commissioner approved health
9 plans that limited or excluded coverage for abortion?

10 A. I don't know.

11 Q. Before SB 6219, had the Office of the
12 Insurance Commissioner approved health plans that
13 limited or excluded coverage for contraception?

14 MR. CRISALLI: Object to form.

15 THE DEPONENT: Actually, I have a
16 clarifying -- I have a clarifying on the prior
17 question.

18 Can you repeat the prior question?

19 Q. (By Mr. Theriot) I'm going to try. If I
20 get it wrong, let me know.

21 Prior to Senate Bill 6219 being enacted,
22 did the Office of the Insurance Commissioner approve
23 health plans that limited or excluded coverage for
24 abortion?

25 A. Yes, I would know that only from my

1 capacity working with Providence Health Plan.

2 Q. I see. So after -- so prior to the
3 enactment of 6219, Providence offered a plan that
4 covered abortion -- excuse me, that excluded abortion,
5 correct?

6 A. Providence offered products in the large
7 group market that excluded abortion, yes.

8 Q. And after SB 6219 was enacted, how did
9 that affect that plan?

10 MR. CRISALLI: Object to form.

11 Q. (By Mr. Theriot) Or those plans?

12 A. Well, currently, Providence continues to
13 offer products in the large group market that exclude
14 abortion. They've also moved into the individual
15 market in the last couple years.

16 Q. Prior to -- and we've already -- just
17 strike that -- we've already discussed where Providence
18 offers those plans currently.

19 Do you know whether it offered those
20 plans statewide prior to SB 6219 being enacted?

21 MR. CRISALLI: Object to the extent this
22 is beyond the scope and form.

23 THE DEPONENT: I don't recall their
24 service areas.

25 Q. (By Mr. Theriot) Before SB 6219 was

1 enacted, did the Office of the Insurance Commissioner
2 approve health care plans that limited or excluded
3 coverage for contraception?

4 A. I don't know.

5 Q. Okay. How you doing?

6 A. I'm good.

7 Q. I'm moving to another topic, so that's
8 why I asked.

9 A. Okay.

10 Q. Are there approved health plans that
11 don't cover maternity?

12 MR. CRISALLI: Object to form.

13 THE DEPONENT: Not that I'm aware of.

14 Q. (By Mr. Theriot) Are there approved,
15 currently approved, health plans that don't cover
16 contraception?

17 MR. CRISALLI: Object to form.

18 THE DEPONENT: Not that I'm --

19 Q. (By Mr. Theriot) I'm sorry, can you
20 repeat that?

21 A. Sure. Not that I'm aware of.

22 Q. As used in Senate Bill 6219, the term or
23 the phrase "health plan" is defined by 48.43.005, 31;
24 is that correct?

25 And I will -- that's the question

1 pending. You don't have to answer yet. I'm going to
2 show you that statute. And I will -- and I will put it
3 into chat, if I can.

4 MR. CRISALLI: I'm going to object. This
5 calls for a legal conclusion and the law speaks for
6 itself.

7 MR. THERIOT: All right, let me see if I
8 can do this here.

9 Q. (By Mr. Theriot) I actually scrolled
10 down. Let me scroll up so you can see it, and then I'm
11 going to try to put it into chat here.

12 So that's what we're looking at.

13 A. Okay.

14 Q. Okay. Let's see here. All right. Bear
15 with me for a moment. All my options went away.

16 MR. CRISALLI: If you minimize, I think
17 those will appear, not full screen.

18 MR. THERIOT: Yeah, I'm just -- chat,
19 there we are, but that was only to Daniel. Can you all
20 see that in the chat?

21 MR. CRISALLI: We can, thank you.

22 MR. THERIOT: You're welcome.

23 (Exhibit 2 was remotely introduced and
24 provided electronically to the reporter.)

25 Q. (By Mr. Theriot) Do you want me to repeat

1 the question, Ms. Tocco?

2 A. I actually can't open it. When I click
3 on it, I get a series of windows.

4 Q. Well, that's weird. You get a series of
5 windows instead of a document?

6 A. I do. I get a "save as" option.

7 Q. Let me try it one more time.

8 So you can see the definitions PDF, but
9 when you click on it, it doesn't load?

10 A. Correct.

11 Q. What if I were to email that to you?
12 That I know how to do. Do you have access to a
13 computer?

14 A. I do.

15 MR. THERIOT: So I'm going to send it to
16 you, Paul, and to Jeff.

17 Q. (By Mr. Theriot) What's the best email
18 for you, Ms. Tocco?

19 A. It's Kim, K-I-M, dot, Tocco, T-O-C-C-O,
20 at OIC.wa.gov.

21 Q. Kim.tocco@oic.wa.gov?

22 A. Yes.

23 MR. THERIOT: Ms. DeLeon, would you like
24 me to send it to you as well?

25 MS. DeLEON: That would be great.

1 (There was a brief discussion off the
2 record.)

3 Q. (By Mr. Theriot) So as used in SB 6219,
4 "health plan" is defined by 48.43.005, subsection (31),
5 correct?

6 MR. CRISALLI: Object to calling for a
7 legal conclusion.

8 THE DEPONENT: I would have to see the
9 text of 6219.

10 Q. (By Mr. Theriot) Okay, I can show you
11 that.

12 MR. THERIOT: So let's call this
13 Exhibit 2, by the way.

14 MR. CRISALLI: I think it would be 3
15 because Exhibit 1 is the notice.

16 MR. THERIOT: What was Exhibit 2?

17 MR. CRISALLI: Exhibit 2 is the
18 definitions you just put up, and Exhibit 3 will be
19 6219.

20 MR. THERIOT: Oh, I'm sorry, I was
21 referring to the definitions. I should have been more
22 clear.

23 MR. CRISALLI: No problem.

24 MR. THERIOT: So we're going to make
25 Exhibit 2 the definitions. I just want to make sure I

1 got my records correct here, so whether we come back
2 later, we know what we're talking about.

3 (Exhibit 3 was remotely introduced and
4 provided electronically to the reporter.)

5 Q. (By Mr. Theriot) I'll stop sharing that
6 and get you 6219, which will be Exhibit 3. I'm just
7 going to send it to you.

8 Did you get that email, Kim, that I sent
9 you, or did you just pull it up?

10 A. My Outlook is spinning right now. I will
11 tell you when it loads.

12 Q. So you must have just pulled it off the
13 chat, then. No?

14 A. I have pulled the definitions off the
15 chat, and my Outlook is not opening at the moment.

16 Q. I sent it to the wrong address. I'll put
17 in the chat again, or I'll try.

18 Can you see that in the chat?

19 A. Yes, I can.

20 Q. And I'm going to share my screen with you
21 too, so you can see that.

22 A. Okay.

23 Q. So I'm referring, in SB 6219, which we're
24 going to call Exhibit 3, to New Section, Section 2. It
25 says, A new section is added to chapter 48.43 RCW and

1 reads as follows: A health plan issued or renewed on
2 or after January 1, 2019.

3 And the question is: Is that term
4 defined by 48.43.005, 31?

5 MR. CRISALLI: Objection. Calls for a
6 legal conclusion. The law speaks for itself.

7 THE DEPONENT: So, yes, that definition
8 would be in 48.43.005.

9 Q. (By Mr. Theriot) Okay. Subsection (31)?

10 A. Correct.

11 Q. All right.

12 MR. CRISALLI: The same objection.

13 Q. (By Mr. Theriot) So I will give you a
14 moment to look at the subsections under 31, but
15 subsection (31) says, "'Health plan' or 'health benefit
16 plan' means any policy, contract, or agreement offered
17 by a health carrier to provide, arrange, reimburse, or
18 pay for health care services except the following."

19 So I'd like to spend some time talking
20 about those exceptions. Would you like a moment to
21 review those? There are multiple ones.

22 A. Yes.

23 Q. Okay.

24 A. Okay.

25 Q. Is there an overarching reason that

1 you're aware of that these plans are excluded from the
2 definition of "health plan" or "health benefit plan"?

3 MR. CRISALLI: Objection. Beyond the
4 scope and asks for a legal conclusion.

5 THE DEPONENT: I don't know why the
6 legislature would except those, would list those out as
7 the exceptions.

8 Q. (By Mr. Theriot) Do these plans cover
9 health care?

10 MR. CRISALLI: Object to form. The same
11 objection as before.

12 Q. (By Mr. Theriot) Do the plans in
13 subsection (31), listed as exceptions, do those cover
14 health care?

15 MR. CRISALLI: Calls for a legal
16 conclusion. Object to form.

17 And beyond the scope. Sorry.

18 THE DEPONENT: I think it may depend on
19 which subsection, which of the sub letters you're
20 looking at.

21 Q. (By Mr. Theriot) Okay. Why don't we just
22 go through them, and then I can ask my questions about
23 each. That will probably be the easiest way.

24 In Exhibit 2, which is RCW 48.43.005,
25 subsection (31)(a) refers to "Long-term care insurance

1 governed by chapter 48.84 or 48.83 RCW."

2 What kinds of -- what kinds of things do
3 these plans cover?

4 MR. CRISALLI: Object to form. Calls for
5 a legal conclusion. Also beyond the scope.

6 THE DEPONENT: I don't know.

7 Q. (By Mr. Theriot) You don't know. Do you
8 know if long-term care insurance governed by chapter
9 48.84 could cover maternity?

10 MR. CRISALLI: Object to form. Calls for
11 a legal conclusion. Beyond the scope.

12 THE DEPONENT: I don't know.

13 Q. (By Mr. Theriot) Who would know?

14 MR. CRISALLI: Object. Beyond the scope.

15 THE DEPONENT: Are you asking who would
16 know if a long-term care insurance, under those
17 chapters, could -- would be permitted to provide
18 maternity coverage?

19 Q. (By Mr. Theriot) Yes.

20 MR. CRISALLI: Object to form. Beyond
21 the scope and speculation.

22 THE DEPONENT: I'm not familiar with
23 chapter 48.84 or 48.83. Those are outside of the
24 insurance code.

25 Q. (By Mr. Theriot) So maybe a different

1 question is: Does the Office of the Insurance
2 Commissioner, does it oversee long-term care insurance
3 governed by chapter 48.84 or 48.83?

4 A. I would have to look at those chapters.

5 MR. CRISALLI: The same objection.

6 Q. (By Mr. Theriot) Okay. We can come back
7 to that one. Let's go down through the rest of them
8 and see if you know about any of the rest of them.

9 Let's go to subsection (b) of Exhibit 2,
10 subsection (31)(b), "Medicare health supplemental
11 insurance governed by chapter 48.66 RCW."

12 Are you familiar with what those types of
13 plans cover?

14 MR. CRISALLI: Object to form. Calls for
15 a legal conclusion. Beyond the scope.

16 THE DEPONENT: No, neither me nor my team
17 review Medicare supplements.

18 Q. (By Mr. Theriot) Do you know whether
19 those are covered by -- are governed by or regulated
20 by -- strike that. Let me start over.

21 Do you know whether the Medicare
22 supplemental insurance governed by chapter 48.66 is
23 governed by the Office of the Insurance Commissioner?

24 MR. CRISALLI: It calls for a legal
25 conclusion.

1 THE DEPONENT: I don't know with
2 certainty.

3 Q. (By Mr. Theriot) It may; is that what
4 you're saying?

5 MR. CRISALLI: It's your testimony and
6 legal conclusion. Sorry.

7 Q. (By Mr. Theriot) Might it be regulated by
8 the Office of the Insurance Commissioner?

9 MR. CRISALLI: The same objection.

10 THE DEPONENT: Medicare is a federal
11 program. Some aspects of those products may be
12 regulated by the OIC, but I don't know for sure.

13 Q. (By Mr. Theriot) It looks like
14 subsection (b) refers to supplemental Medicare
15 insurance. So are you familiar with whether the Office
16 of the Insurance Commissioner regulates supplemental
17 Medicare health insurance?

18 MR. CRISALLI: The same objection.

19 THE DEPONENT: My answer is the same.
20 The OIC may regulate some aspects, but I don't know
21 which for sure.

22 Q. (By Mr. Theriot) Okay. And who would
23 know whether the Office of the Insurance Commissioner
24 regulates Medicare supplemental health insurance?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: I don't know without
2 seeing the 48.66. I don't know what the statute
3 states.

4 Q. (By Mr. Theriot) Okay.

5 A. Or that chapter.

6 Q. All right. Let's go to subsection (c) of
7 Exhibit 2, (31)(c). "Coverage supplemental to the
8 coverage provided under chapter 55, Title 10," of the
9 United States Code.

10 Are you familiar with what those plans
11 cover?

12 A. Again, not without looking up chapter 55,
13 title 10, of the US Code.

14 Q. All right. Let's go to subsection 31(d)
15 of Exhibit 2, "Limited health care services offered by
16 limited health care service contractors in accordance
17 with RCW 48.44.035."

18 Are you familiar with those plans?

19 A. Very generally.

20 Q. What do those types of plans cover?

21 MR. CRISALLI: Objection. Calls for a
22 legal conclusion. Speculation.

23 THE DEPONENT: I believe it varies
24 depending on the product that's offered.

25 Q. (By Mr. Theriot) Is there -- may the

1 plans referred to in subsection (d), 31(d), of
2 Exhibit 2, could those cover contraception?

3 MR. CRISALLI: Objection. Calls for a
4 legal conclusion. Speculation.

5 THE DEPONENT: I don't know.

6 Q. (By Mr. Theriot) Could the plans governed
7 by -- or, excuse me, could the plans, "limited health
8 care services offered by limited health care service
9 contractors in accordance with RCW 48.44.035," could
10 those cover abortion?

11 MR. CRISALLI: Objection. Calls for a
12 legal conclusion. Speculation.

13 THE DEPONENT: Again, I don't know
14 without looking at those titles and section.

15 Q. (By Mr. Theriot) Are you aware of
16 anything that would prohibit that plan listed in
17 subsection (31)(d) of Exhibit 2 from covering
18 contraception or abortion?

19 MR. CRISALLI: Object to form. Beyond
20 the scope and a legal conclusion.

21 THE DEPONENT: I don't know without
22 further research.

23 Q. (By Mr. Theriot) So I'm referring now to
24 subsection (31)(d) of Exhibit 2, "disability income."

25 Do you know if there is any specific

1 statute that governs these types of plans.

2 MR. CRISALLI: Object to form. Beyond
3 the scope.

4 THE DEPONENT: Yes, I do know.

5 Q. (By Mr. Theriot) Okay. And which statute
6 is that?

7 A. Again, I would have to look in my statute
8 book for disability income beyond title 48.

9 Q. Is it governed by title 48.20?

10 MR. CRISALLI: Object to form. Calls for
11 a legal conclusion.

12 THE DEPONENT: I would need to look at
13 48.20. I would look at the text of 48.20 to see what
14 it refers to.

15 Q. (By Mr. Theriot) Let's look -- we'll move
16 down to "coverage incidental to a property" in (31)(f),
17 subsection (31)(f) of Exhibit 2. "Coverage incidental
18 to a property/casualty liability insurance policy such
19 as automobile personal injury protection coverage and
20 homeowner guest medical."

21 Are you familiar with the types of things
22 that those plans cover?

23 MR. CRISALLI: Object to form.

24 THE DEPONENT: Generally, yes.

25 Q. (By Mr. Theriot) Could those plans cover

1 **health insurance?**

2 MR. CRISALLI: Object to form. Vague.

3 THE DEPONENT: Are you asking whether a
4 property insurance policy can cover a health insurance
5 policy?

6 Q. (By Mr. Theriot) No. That was a poor
7 question.

8 Could the policy listed in subsection
9 (31)(f) of Exhibit 2 cover health needs --

10 MR. CRISALLI: Object to form. Vague.

11 Q. (By Mr. Theriot) -- services?

12 MR. CRISALLI: The same objection. Calls
13 for a legal conclusion.

14 THE DEPONENT: I don't know for sure. My
15 unit doesn't review those products.

16 Q. (By Mr. Theriot) Who would know the
17 answer to that question?

18 MR. CRISALLI: Object to form. Beyond
19 the scope.

20 THE DEPONENT: I would have to find out
21 who our subject matter expert would be with regard to
22 property and casualty insurance, P&C.

23 Q. (By Mr. Theriot) Are you aware of any
24 laws or regulations that would prohibit the coverage
25 listed in Exhibit 2, subsection (31)(f)), from covering

1 **abortion --**

2 MR. CRISALLI: Objection.

3 **Q. (By Mr. Theriot) -- or contraception?**

4 MR. CRISALLI: My apologies.

5 Calls for a legal conclusion. Beyond the
6 scope.

7 THE DEPONENT: I am not familiar with the
8 regulations that apply to those types of policies.

9 **Q. (By Mr. Theriot) All right. Let's move**
10 **to subsection (g), 31(g) of Exhibit 2, "Workers'**
11 **compensation coverage." Are you familiar with the**
12 **coverage that those policies -- excuse me, strike that.**

13 **Are you familiar with the coverage in**
14 **those policies listed that could be called workers'**
15 **compensation coverage?**

16 MR. CRISALLI: Objection. Vague. Beyond
17 the scope. Legal conclusion.

18 THE DEPONENT: Generally I know what
19 workers' compensation coverage is.

20 **Q. (By Mr. Theriot) What do those plans**
21 **usually cover?**

22 MR. CRISALLI: Object to form. Calls for
23 a legal conclusion. Misstates Washington law.

24 THE DEPONENT: I understand they're
25 designed to compensate for workplace injuries.

1 **Q. (By Mr. Theriot) Do you know what**
2 **statutes govern workers' compensation coverage?**

3 MR. CRISALLI: Object to form. Beyond
4 the scope. Calls for a legal conclusion.

5 THE DEPONENT: I do not without looking
6 at the statutes.

7 **Q. (By Mr. Theriot) Is there any Washington**
8 **law or regulation that would prohibit workers'**
9 **compensation coverage from including coverage for**
10 **abortion or contraception?**

11 MR. CRISALLI: Objection. Beyond the
12 scope. Calls for a legal conclusion. Vague.

13 THE DEPONENT: I don't know.

14 **Q. (By Mr. Theriot) Who would know the**
15 **answer to that question?**

16 MR. CRISALLI: Objection. Beyond the
17 scope. Calls for a legal conclusion.

18 THE DEPONENT: Can you repeat the
19 question?

20 **Q. (By Mr. Theriot) Yes. Who would know the**
21 **answer -- who would know whether workers' compensation**
22 **coverage could cover abortion or contraception?**

23 MR. CRISALLI: The same objections.

24 THE DEPONENT: I believe that would be
25 the authority that regulates workers comp in

1 Washington.

2 Q. (By Mr. Theriot) What authority is that?

3 MR. CRISALLI: Objection. Beyond the
4 scope. Calls for a legal conclusion.

5 THE DEPONENT: I believe that's the
6 Department of Labor, L&I.

7 Q. (By Mr. Theriot) What was the last thing
8 you said? The Department of Labor -- what?

9 A. Oh, it's the labor and industries, L&I.

10 Q. Referring again to Exhibit 2, subsection
11 (31)(h), "accident only coverage," what types of --
12 what does "accident only coverage" cover?

13 MR. CRISALLI: Objection. Calls for a
14 legal conclusion. Beyond the scope.

15 THE DEPONENT: I don't know without
16 further research.

17 Q. (By Mr. Theriot) Are you aware of any
18 Washington law or regulation that would prohibit
19 accident only coverage from covering abortion and
20 maternity -- I'm sorry, I'm sorry, from covering
21 contraception or abortion?

22 MR. CRISALLI: Objection. Beyond the
23 scope. Calls for a legal conclusion.

24 THE DEPONENT: I'm not familiar with any
25 legal requirements in general related to that type of

1 coverage.

2 Q. (By Mr. Theriot) All right. Let me ask
3 this a different way, instead of going through this.
4 Are there any of the plans listed in 48.43.005, 31,
5 subsection (31), that may cover maternity?

6 MR. CRISALLI: Objection. Calls for
7 speculation and a legal conclusion. Also beyond the
8 scope.

9 THE DEPONENT: I don't know.

10 Q. (By Mr. Theriot) Who would know the
11 answer to that question?

12 MR. CRISALLI: The same objection.

13 THE DEPONENT: I would see that as eight
14 different questions. So I would say depending on the
15 regulatory authority for each of those types of
16 products.

17 Q. (By Mr. Theriot) Okay. Does the Office
18 of the Insurance Commissioner regulate any of the
19 products listed in 48.43.005, subsection (31)?

20 MR. CRISALLI: Objection. Calls for a
21 legal conclusion.

22 THE DEPONENT: Does the OIC regulate
23 anything from A through ...

24 Q. (By Mr. Theriot) A through N of
25 subsection (31).

1 A. Yes.

2 **Q. Which ones does it regulate?**

3 MR. CRISALLI: Calls for a legal
4 conclusion.

5 THE DEPONENT: I'm looking through them
6 now.

7 **Q. (By Mr. Theriot) Okay.**

8 A. The OIC might regulate some aspects of B.

9 **Q. Did you say B, as in bravo?**

10 A. I did.

11 C, I don't know unless I were to look up
12 that section of the federal code.

13 D would be the Office of the Insurance
14 Commissioner.

15 **Q. I'm sorry, did you say D --**

16 A. D, as in David, yes.

17 **Q. David. So B and D.**

18 A. E, as in elephant, would be under the
19 OIC's authority.

20 **Q. Disability income?**

21 A. Yes. F.

22 **Q. F, as in "coverage incidental to a**
23 **property/casualty liability insurance policy"?**

24 A. Correct.

25 **Q. Okay.**

1 A. H, accident only.

2 **Q. Okay.**

3 A. I, specified disease.

4 K, dental only and vision only.

5 L.

6 **Q. Okay. And possibly some aspects of N, as**
7 **in Nancy.**

8 **What aspects of N, as in Nancy, might the**
9 **Office of the Insurance Commissioner regulate?**

10 A. I would need to look up the cite in CFR,
11 but, in general, we may do some review of what's
12 considered a wrap plan. It's prescription drug
13 coverage that wraps around a Medicare part D policy.

14 MR. CRISALLI: If I could interject.
15 I've let you go quite a bit on the subject of these
16 exemptions, but this is an argument that the District
17 Court has rejected from Cedar Park and the Ninth
18 Circuit did not touch that aspect of its ruling.

19 So I've given you some leeway on this and
20 tried to prepare someone to testify to this, but our
21 position is this is irrelevant, and going too much
22 further is improper considering the District Court and
23 Ninth Circuit's rulings.

24 MR. THERIOT: Well, I disagree with you
25 because it goes to our free exercise, what exceptions.

1 And we still have a valid, free exercise agreement, and
2 that's clear.

3 So I can ask about this. And not only
4 that, but I'm going to, unless you have somebody
5 prepared to testify as to what we've asked about in the
6 30(b)(6) notice, then we're going to have to do this
7 again.

8 MR. CRISALLI: We have additional
9 witnesses that may touch on some of this, but I'm just
10 saying, this argument has been rejected -- this aspect
11 of this argument has been rejected by the District
12 Court, and the Ninth Court did not change. We have the
13 ruling from the District Court that focuses on the free
14 exercise claim that resulted from that.

15 I've given a little bit of leeway because
16 I understand where your argument is on this, but I
17 think, you know, wasting all this time on other
18 agencies that are not parties to this case, that's why
19 I've been objecting as beyond the scope and why I think
20 it's inappropriate, in addition to being that I think
21 this argument has already been rejected.

22 MR. THERIOT: When you say "other
23 agencies," Ms. Tocco just listed 10 of these plans that
24 are regulated by the Office of the Insurance
25 Commissioner. So what do you mean by "other agencies"?

1 MR. CRISALLI: Well, you went at length
2 about labor and industries. There's some aspects of
3 this to the extent --

4 MR. THERIOT: All right.

5 MR. CRISALLI: -- as well as others.

6 MR. THERIOT: But not all of them, but
7 some of them.

8 MR. CRISALLI: Not all of them, but I
9 still disagree with the parts that are some of them
10 because it's not based on any kind of religion basis,
11 which is the ruling of the Ninth Circuit and the
12 District Court.

13 I mean, I understand it's your
14 deposition. I'm not trying to -- I just want to say
15 I'm voicing my objection. If it goes too far, I'm
16 going to make an issue of it later.

17 MR. THERIOT: Okay. I think I'm entitled
18 to the answers to these questions. I understand that
19 Ms. Tocco may not know the answer to those questions,
20 although, you did indicate that she would be able to
21 answer the questions on the topic of 6, and this is
22 clearly within that topic.

23 So if we can't get answers to them, then,
24 as I said, by Ms. Tocco or someone else, then we'll
25 have to find somebody who will give us answers to them,

1 and we can talk about that off the record.

2 MR. CRISALLI: Okay.

3 Q. (By Mr. Theriot) So we've got about 30
4 minutes before lunchtime, but I think -- if I can just
5 ask some general questions to make sure I understand
6 your testimony, Ms. Tocco, about Exhibit 2, subsection
7 (31), and the subsections within that.

8 And it's my understanding that with
9 regard to those types of policies listed in there,
10 you're not familiar with each of those -- I'm sorry,
11 let me say this: Is it true that you don't know
12 whether any of those listed in Exhibit 2, subsection
13 (31), cover maternity?

14 MR. CRISALLI: Objection. Beyond the
15 scope, calls for speculation, and a legal conclusion.

16 THE DEPONENT: I can only speak to the
17 ones that I and my team have oversight for, that we'd
18 actually review.

19 Q. (By Mr. Theriot) So which ones do you and
20 your team have oversight for?

21 A. Certainly health plans, which is
22 everything but what's in here.

23 Q. Okay.

24 A. So these are the exceptions to what I do
25 review. The one caveat is my team reviews dental only

1 and vision only coverage as well. I oversee health
2 plan and I oversee dental-only and vision-only reviews.

3 Q. So dental only and vision only is
4 subsection (k); is that right?

5 A. Correct.

6 Q. And let me then ask some specific
7 questions about that.

8 All right. What do dental only and
9 vision only -- yeah, dental-only and vision-only
10 coverage, what types of things do those plans usually
11 cover?

12 MR. CRISALLI: Objection. Calls for a
13 legal conclusion. Beyond the scope.

14 THE DEPONENT: Dental only is going to
15 provide coverage for things like basic dental exams,
16 cleaning, fillings, crowns, possibly TMJ.

17 Vision only is going to cover basic
18 vision services, exams, hardware, contacts.

19 Q. (By Mr. Theriot) Could any of the dental
20 only or vision only plans cover maternity?

21 MR. CRISALLI: Objection. Calls for a
22 legal conclusion. Are you arguing that vision plans
23 should include maternity care services?

24 MR. THERIOT: I'm not arguing. I'm
25 asking Ms. Tocco, could they?

1 MR. CRISALLI: The same objections.

2 THE DEPONENT: Could a dental only
3 carrier offer maternity care in addition to dental
4 services?

5 Q. (By Mr. Theriot) Yes. I'm sorry. Could
6 a dental-only carrier include maternity care in one of
7 its policies?

8 MR. CRISALLI: Objection. Calls for a
9 legal conclusion. Outside the scope.

10 THE DEPONENT: We ...

11 MR. CRISALLI: And vague.

12 THE DEPONENT: I don't know that we could
13 accept a filing for review that was a dental/maternity
14 plan. We would probably require that to be filed
15 differently or rejected.

16 Q. (By Mr. Theriot) Could a vision-only plan
17 that's governed by (31), subsection (k), include
18 coverage for maternity?

19 MR. CRISALLI: The same objection.

20 THE DEPONENT: The same answer.

21 Q. (By Mr. Theriot) Okay.

22 A. I would say I don't believe the providers
23 that would be required to access -- they would have to
24 be licensed to practice within the scope of their
25 license. So that would likely be outside the scope of

1 the Division currently.

2 **Q. Could a dental-only plan cover**
3 **contraception?**

4 MR. CRISALLI: The same objections.

5 THE DEPONENT: My answer would be the
6 same.

7 **Q. (By Mr. Theriot) Could a vision-only plan**
8 **cover contraception?**

9 MR. CRISALLI: The same objection.

10 THE DEPONENT: The same answer.

11 **Q. (By Mr. Theriot) And the same answer**
12 **is ...**

13 A. I don't know what a product would look
14 like that was a bundle of vision and maternity. It
15 would not only have to meet form requirements, but it
16 would have to meet network and rating requirements. So
17 I'm not sure that's even a reviewable product within
18 Washington. But a vision/maternity plan, I've never
19 heard of those.

20 **Q. Are there any rules or regulations that**
21 **would prohibit dental only and vision only coverage**
22 **from covering maternity?**

23 MR. CRISALLI: Objection. Calls for a
24 legal conclusion. Vague.

25 THE DEPONENT: Well, for --

1 MR. CRISALLI: And I think misstates the
2 testimony.

3 MR. THERIOT: I didn't state the
4 testimony. I'm just asking --

5 MR. CRISALLI: Well, the testimony is
6 that it's vision only. So how can it have anything
7 aside from vision?

8 MR. THERIOT: That's not the question.

9 Q. (By Mr. Theriot) The question is: Are
10 there any rules that prohibit dental only and vision
11 only plans from covering maternity?

12 MR. CRISALLI: The same objection.

13 THE DEPONENT: I don't know how such a
14 product would even be able to be submitted to us
15 because it's submitted based on a type of insurance.

16 Q. (By Mr. Theriot) I understand that.
17 That's not the question. The question is: Are there
18 any rules that prohibit a product from being submitted
19 and covering -- the dental only and vision only from
20 covering maternity?

21 MR. CRISALLI: Asked and answered. The
22 same objections.

23 MR. THERIOT: And I'm going to object to
24 you coaching the witness. She's basically taking what
25 you just said and using it in her answer.

1 MR. CRISALLI: Counsel, I've said
2 objection to form, beyond the scope, legal conclusion.
3 I've said the same objection.

4 MR. THERIOT: Yes, but before you said
5 the objection was -- I can't even think -- it misstates
6 the testimony and I can't think of a plan that would
7 allow that. And again that's what she basically said.
8 So I object to your coaching the witness.

9 Q. (By Mr. Theriot) Now, I'm going to ask
10 one more time: Are there any rules or regulations that
11 prohibit dental only or vision only coverage from
12 including maternity?

13 MR. CRISALLI: Objection. Asked and
14 answered. The same objection as before.

15 THE DEPONENT: We have -- we have general
16 filing instructions that all carriers must follow, and
17 they are requirements for how forms and rates and
18 network filings can be submitted for our review. So
19 based on those filing instructions, which are grounded
20 in our administrative code and/or statutes, that type
21 of product wouldn't be able to get in the door for our
22 review because it wouldn't meet the basic filing
23 requirements to even get to a team for review.

24 Q. (By Mr. Theriot) Okay. All right. Are
25 there any other products or types of plans listed in

1 subsection (31) of Exhibit 2 that your office has --
2 that your office has authority over? Is that the right
3 word. I'm going to object to my own question.

4 MR. CRISALLI: Object to form.

5 THE DEPONENT: So I think I've
6 distinguished between which ones the Agency has
7 authority for and then which types I oversee.

8 Q. (By Mr. Theriot) Right.

9 A. So can you repeat your question, then?

10 Q. Yes. Are there any other plans listed in
11 subsection (31) of Exhibit 2 that your department has
12 authority over?

13 A. My department has authority for health
14 plans, and the only exception is dental only and vision
15 only.

16 Q. Okay.

17 A. "My department" as in my health forms
18 unit.

19 Q. Okay. And then as far as the other types
20 of plans listed in subsection (31), you wouldn't know
21 anything about what they cover except by what's listed
22 in the statutes that's referenced in some of them; is
23 that right?

24 MR. CRISALLI: Objection. Misstates the
25 testimony, beyond the scope, and calls for a legal

1 conclusion.

2 THE DEPONENT: I wouldn't know in my
3 capacity as a representative of the OIC, no.

4 Q. (By Mr. Theriot) Would you know in some
5 other capacity?

6 A. I'm familiar with --

7 MR. CRISALLI: Objection. Beyond the
8 scope.

9 MR. THERIOT: Do you want to state your
10 objection more fully?

11 MR. CRISALLI: Yeah, beyond the scope.

12 Q. (By Mr. Theriot) Go ahead.

13 A. I would be generally familiar with, for
14 example, an auto insurance policy, but that's by the
15 nature of being a policyholder.

16 Q. If we go another 15 minutes, that would
17 probably be better than taking a break now.

18 A. Sure.

19 Q. When your department reviews a plan and
20 responds to it with a general objection, can you
21 describe for me what that is? What's a general
22 objection?

23 A. Well, in our process, we have -- we use
24 what we call an analyst's checklist. And it's a
25 compliance tool that analyzes all the requirements that

1 a given plan that's submitted to us has to meet. So an
2 objection from us would mean, in our review of that
3 filing, there is -- there is an item that's deficient.
4 So that's going to be a citation to RCWs or RACs.
5 That's our objection process.

6 **Q. Okay. As far as the OIC is aware, have**
7 **all health plans currently approved in Washington**
8 **complied with SB 6219?**

9 MR. CRISALLI: Objection. Calls for a
10 legal conclusion.

11 We'll see if this is the witness. We
12 have a compliance person. If she can answer it, that's
13 fine by me. I don't mean to stop the answer, but,
14 also, since she's not on the compliance side, I just
15 want to draw that distinction.

16 MR. THERIOT: I understand. It was a
17 little unclear whether she could answer that question.

18 **Q. (By Mr. Theriot) If you can, go ahead and**
19 **answer it.**

20 A. Could you repeat that question?

21 **Q. As far as the Office of the Insurance**
22 **Commissioner is aware, have all health plans approved**
23 **in Washington complied with the requirements set forth**
24 **in SB 6219?**

25 MR. CRISALLI: Objection. Calls for a

1 legal conclusion.

2 You may answer if you know.

3 THE DEPONENT: Sure. I think there's two
4 aspects to the process. Myself and my team, we review
5 these filings typically prior to being sold, at least
6 in the individual and small group market. So what
7 occurs during the administration of a plan, after it's
8 purchased, after a consumer is actively using their
9 plan, that wouldn't come to my team.

10 Q. (By Mr. Theriot) And just to make sure I
11 understand your answer, does your team -- does your
12 team review large group policies or just small group
13 policies?

14 A. Individual, small group, and large group.

15 Q. So, as I understand it, what you're
16 saying is you're not aware of any plan that's currently
17 approved that doesn't comply with SB 6219?

18 A. That's correct.

19 Q. Are you aware of the -- do you know the
20 consequences of noncompliance, or is that a different
21 witness?

22 A. Sorry, can you repeat that? I just
23 didn't hear the end.

24 Q. Do you know the consequences of
25 noncompliance with SB 6219?

1 MR. CRISALLI: I object to the extent
2 it's beyond the scope of this witness.

3 MR. THERIOT: Of this witness. Okay.

4 MR. CRISALLI: If she knows, I don't want
5 to step on her, if she has an answer for you. We do
6 have compliance -- although I'm not sure that's
7 identified as one of your topics. We have prepared for
8 14, which I think you're trying to get at the
9 consequences; but it's also a legal conclusion.

10 I don't believe I saw one that addressed
11 what is a consequence of the failure to comply with
12 6219 or any --

13 MR. THERIOT: Well, I think that falls
14 within Washington's knowledge of insurance compliance
15 requirements. But we can bicker about that later.

16 Q. (By Mr. Theriot) The question is: Do you
17 know?

18 A. And can you repeat the question.

19 Q. Do you know the consequences of
20 noncompliance with SB 6219?

21 MR. CRISALLI: And calls for a legal
22 conclusion as well as speculation.

23 THE DEPONENT: Generally, yes, I do.

24 Q. (By Mr. Theriot) Okay. What are those
25 consequences?

1 A. In my position, it would depend on when
2 we see that noncompliance. For example, if we identify
3 a deficiency in the form based on noncompliance, we
4 would address that in the objection process. So that
5 would be the consequence while it's under our review.

6 **Q. Okay. So one of the consequences would**
7 **be that the plan just wouldn't get approved?**

8 A. Ultimately, yes. We typically work
9 through several rounds of objections to get to
10 approval; but if a carrier refuses to comply, we would
11 not be able to approve the plan.

12 **Q. I see. So your team would not be**
13 **involved in assessing fines or taking any other action**
14 **besides not approving the plan?**

15 A. Correct. Noncompliance after it is in
16 the market would be within our enforcement division.

17 **Q. What contraception is required by SB**
18 **6219?**

19 MR. CRISALLI: Objection. Calls for a
20 legal conclusion and beyond the scope.

21 THE DEPONENT: Is that with -- am I able
22 to reference the statute?

23 **Q. (By Mr. Theriot) Yes.**

24 A. Okay. So 6219, you're asking?

25 **Q. Yes. So what drugs are required by**

1 **SB 6219?**

2 MR. CRISALLI: The same objection.

3 THE DEPONENT: I don't have knowledge of
4 specific drug names.

5 **Q. (By Mr. Theriot) Okay.**

6 A. If that's your question.

7 **Q. Yes, that was my question.**

8 Do you have general knowledge that all
9 **FDA approved contraception is required by SB 6219?**

10 A. Yes.

11 MR. CRISALLI: I'm going to object as
12 beyond the scope with respect to this witness.

13 **Q. (By Mr. Theriot) Did you say yes?**

14 A. I said yes.

15 **Q. Okay. All right.**

16 MR. THERIOT: I know this isn't a great
17 place to take a break, but it makes sense because I'd
18 be switching topics. Let me just double-check here.

19 Yeah, I think it would be better just to
20 wait and then come back on the next one.

21 (The luncheon recess was taken from 11:52
22 p.m. to 12:34 p.m. PST.)

23 MR. THERIOT: We're back on the record.

24 **Q. (By Mr. Theriot) Ms. Tocco, you**
25 **understand you're still under oath?**

1 A. Yes, I do.

2 Q. All right. I put in the chat -- well,
3 actually, before we get there -- yeah, so we're going
4 to mark as -- I believe we are on Exhibit 4.

5 MR. THERIOT: Is that right, Jana?

6 THE REPORTER: Yes.

7 (Exhibit 4 was remotely introduced and
8 provided electronically to the reporter.)

9 Q. (By Mr. Theriot) This is Statute RCW
10 48.43.065, and I put that in the chat. And would
11 you -- do you want me to share my screen too,
12 Ms. Tocco, or do you care?

13 A. I don't mind looking at it on my screen,
14 if it's clear what you're looking at.

15 Q. Okay, let's just do that, because
16 actually when I share my screen, everybody gets
17 smaller, and so it's easier for me if we don't do that.

18 I am looking at what's been marked as
19 Exhibit Number 4, RCWA 48.43.065. Do you see that,
20 Ms. Tocco?

21 A. Yes, I do.

22 Q. In subsection (2)(a) of that statute, it
23 says, "No individual health care provider." It begins
24 with.

25 A. Uh-huh.

1 Q. Are you -- is "health care provider"
2 defined by what we've previously marked as Exhibit 2,
3 RCW 48.43.005? And I can direct you specifically to
4 subsection (27).

5 MR. CRISALLI: Objection to the extent it
6 calls for a legal conclusion.

7 THE DEPONENT: What is the question?

8 Q. (By Mr. Theriot) The question is: For
9 purposes of Exhibit 4, 48.43.065, is the definition for
10 "health care provider," as it's used in that statute,
11 found in 48.43.005, subsection (27)?

12 MR. CRISALLI: Objection. Legal
13 conclusion.

14 THE DEPONENT: Oh, sorry.

15 MR. CRISALLI: And I think misstates -- I
16 think you're focusing on subsection (28).

17 MR. THERIOT: I'm sorry about that, if I
18 misstated it.

19 THE DEPONENT: I have health care
20 provider at sub (28).

21 Q. (By Mr. Theriot) Yes. And I meant to ask
22 you about health care facility. So if I misstated the
23 question, then let's go with health care provider.

24 So is health care provider, as that's
25 used in 48.43.065, is that defined in subsection (28)

1 of Exhibit 2?

2 MR. CRISALLI: The same objection to a
3 legal conclusion.

4 THE DEPONENT: Yes, it is.

5 Q. (By Mr. Theriot) And if you look at,
6 again, at Exhibit 4, it uses the term "health care
7 facility." Is that term defined in 48.43.005,
8 subsection (27)?

9 MR. CRISALLI: The same --

10 THE DEPONENT: Yes, it is.

11 MR. CRISALLI: -- objection.

12 THE DEPONENT: Oh, sorry. Yes, it is.

13 Q. (By Mr. Theriot) It's a lot easier to do
14 this when you're live. The objection seems to work
15 better. But this is much more convenient.

16 So looking at that, is it your
17 understanding that "health care facility," as that term
18 is used in 48.43.065, includes religious hospitals?

19 MR. CRISALLI: The same objection.

20 THE DEPONENT: My understanding is that
21 the hospital license is not -- does not specify secular
22 versus religious.

23 Q. (By Mr. Theriot) Okay.

24 A. So a health care facility would be a
25 hospital.

1 **Q. Okay. So it would include hospitals?**

2 A. It would include a hospital, yes.

3 **Q. And health care provider, does that**
4 **include a sole practitioner?**

5 MR. CRISALLI: The same objection.

6 I usually hate to do standing objections,
7 but as we're asking what the statutes say, can I have a
8 standing objection that that's asking for a legal
9 conclusion?

10 MR. THERIOT: Yes.

11 MR. CRISALLI: I'll pipe in when it
12 changes subjects, but I didn't want to interrupt your
13 flow.

14 MR. THERIOT: Okay.

15 THE DEPONENT: Can you repeat that
16 question, please?

17 **Q. (By Mr. Theriot) Yes. The definition**
18 **for -- health care provider, as that term is used in**
19 **Exhibit 4, 48.43.065, does that include a sole**
20 **practitioner?**

21 MR. CRISALLI: Vague.

22 THE DEPONENT: I don't believe "sole
23 practitioner" is a category of license under Title 18.

24 **Q. (By Mr. Theriot) All right. What would**
25 **it include?**

1 MR. CRISALLI: Objection. Vague.

2 Q. (By Mr. Theriot) What does "health care
3 provider" mean, as that term is used in 065 and as it's
4 defined in 005?

5 A. It's going to be any person regulated
6 under Title 18 or under that other chapter of 70.127.
7 So those are going to be all your licensed persons
8 under the Department of Health's licensing section.

9 Q. Okay. So that would include medical
10 doctors?

11 A. It would.

12 Q. And it would include their employees?

13 MR. CRISALLI: Objection. Beyond the
14 scope and vague.

15 THE DEPONENT: It would include employees
16 or agents by statute, by 28(b).

17 Q. (By Mr. Theriot) All right. Let's look
18 at Exhibit 4, 48.43.065. Just so -- I want to make
19 sure we're not wasting our time here -- so are you, in
20 your duties in the Office of the Insurance
21 Commissioner, are you responsible for understanding
22 what this statute means and how it applies in
23 particular situations?

24 A. Yes, this is one that we would apply.

25 Q. Okay. So I'm looking at

1 subsection (2)(a) of Exhibit 4. And it applies to --
2 well, let me just ask you: How does that part of the
3 statute work with regard to health care providers and
4 health care facilities? I want to talk about carriers
5 first.

6 MR. CRISALLI: Object to form. Vague.

7 THE DEPONENT: The OIC does not regulate
8 individual providers or the individual facilities. So
9 I wouldn't be applying it in the context of a provider
10 or a facility.

11 Q. (By Mr. Theriot) Okay. So if a -- but
12 you would apply it in the context of a health insurance
13 policy purchased by an individual health care provider
14 or a health care facility?

15 MR. CRISALLI: Object to form.

16 THE DEPONENT: No, that is not my
17 understanding.

18 Q. (By Mr. Theriot) Okay. So in what
19 context do you apply 48.43.065?

20 A. We would apply it, my unit would apply it
21 as it relates to a religiously sponsored health carrier
22 that is submitting health forms for our approval.

23 Q. Okay. So do you have any knowledge about
24 how subsection (2)(a) applies to health care providers
25 and health care facilities?

1 MR. CRISALLI: Object to form. Beyond
2 the scope.

3 THE DEPONENT: Can you repeat the
4 question?

5 Q. (By Mr. Theriot) Do you have any
6 knowledge about how subsection (2)(a) of 065 applies to
7 health care providers and health care facilities?

8 MR. CRISALLI: The same objection.

9 THE DEPONENT: I do have knowledge. I
10 just wouldn't be applying it to those entities.

11 Q. (By Mr. Theriot) Okay. So what's your
12 understanding of how subsection (2)(a) applies to
13 health care providers and health care facilities?

14 MR. CRISALLI: The same objection.

15 THE DEPONENT: To my understanding, an
16 individual health care provider would be an individual
17 health care provider who has a conscience or a
18 religious-based objection to providing a certain
19 service in the patient setting, that they are not
20 required by law to do that.

21 Q. (By Mr. Theriot) So --

22 A. And then --

23 Q. Go ahead. I interrupted you.

24 A. And to the extent a carrier wants to
25 contract with a particular provider to provide services

1 to their enrollees, if the provider objects to that
2 inclusion, they can't be forced to contract.

3 Q. They can't be forced to contract with the
4 carrier?

5 A. To contract as a participating provider
6 in a network. It's in a network. It may be a
7 carrier's network; it may be a different network.

8 Q. I see. So if a carrier -- I'm sorry, an
9 individual health care provider could still be part of
10 a carrier's health care network even though they don't
11 participate in abortion?

12 MR. CRISALLI: Object to form. Vague.

13 THE DEPONENT: Sorry, can you repeat
14 that?

15 Q. (By Mr. Theriot) I'm just making sure I
16 understand your testimony, that this provision protects
17 a health care provider who is part of a network of
18 carriers from being forced to provide abortion?

19 MR. CRISALLI: Object to form.

20 THE DEPONENT: Correct. My understanding
21 is they cannot be compelled to provide that given
22 service to an enrollee if they object by reason of
23 conscience.

24 Q. (By Mr. Theriot) And that same thing
25 would apply to contraception, right?

1 MR. CRISALLI: The same objection.

2 THE DEPONENT: It applies -- it applies
3 to any service, any specific service to which they may
4 have an objection, a religious or conscience objection.

5 Q. (By Mr. Theriot) So if you'll look in the
6 middle of that subsection, it says that "to participate
7 in the provision of or payment for a specific service."

8 A. Okay.

9 Q. So what does the "payment for" refer to?

10 MR. CRISALLI: Object to form.

11 THE DEPONENT: Well, that -- payment for
12 a specific service applies to the carrier who would not
13 be required to pay for an objectionable service that
14 the carrier objects to providing by reason of
15 conscience.

16 Q. (By Mr. Theriot) Is there anything in
17 that provision that indicates that that payment is
18 limited to carriers?

19 MR. CRISALLI: Object to form. Possible
20 legal conclusion.

21 THE DEPONENT: The text of that provision
22 does not include a limitation.

23 Q. (By Mr. Theriot) The text of the
24 provision, it could apply to providers and health care
25 providers, the protection of having to pay for a

1 **specific service, right?**

2 MR. CRISALLI: The same objection.

3 THE DEPONENT: If an individual health
4 care provider or a health care facility were payers, if
5 they were paying for a given service, then that's
6 correct, they could not be compelled to be. Typically,
7 your individual provider or your facility are not the
8 payers for care.

9 Q. (By Mr. Theriot) But an individual
10 provider or a facility could pay for health care
11 insurance, though, right?

12 MR. CRISALLI: Object to form. Vague.
13 Calls for a legal conclusion.

14 THE DEPONENT: Are you asking if a health
15 care facility would buy health care insurance?

16 Q. (By Mr. Theriot) I'm asking -- yes, let's
17 start there. The health care facilities and health
18 care providers could purchase insurance, correct?

19 MR. CRISALLI: The same objection.

20 THE DEPONENT: A given health care
21 facility, in its context, if a health care facility
22 were also in the capacity of an employer, then
23 certainly any employer group could purchase insurance
24 for its employees.

25 Q. (By Mr. Theriot) Right. And does -- and

1 this provision in subsection (2)(a) protects them from
2 having to pay for abortion as part of that health care
3 insurance?

4 MR. CRISALLI: Object to form.

5 Q. (By Mr. Theriot) Or any objectionable
6 service?

7 MR. CRISALLI: Object to form. Calls for
8 a legal conclusion.

9 THE DEPONENT: That is not how -- that's
10 not how that is applied.

11 Q. (By Mr. Theriot) Okay. Is there anything
12 other than the statute that you are referring to that
13 says that's not how that's applied?

14 MR. CRISALLI: The same objection.

15 THE DEPONENT: There is -- no employer of
16 any kind can be compelled to purchase a policy to which
17 that -- again, "employer" is broader than "health care
18 facility."

19 Q. (By Mr. Theriot) I understand that. What
20 I'm driving at is, what I'm asking you is: This
21 subsection (2)(a) doesn't apply to just any employer;
22 it applies to health care providers and health care
23 facilities as well as carriers, but we're just talking
24 about health care providers and facilities right now.
25 So it protects them specifically, correct?

1 MR. CRISALLI: Object to form. Calls for
2 a legal conclusion.

3 THE DEPONENT: I don't agree with that
4 characterization.

5 Q. (By Mr. Theriot) Okay. So what do you
6 disagree with about that characterization?

7 MR. CRISALLI: The same objection.

8 THE DEPONENT: So no individual health
9 care provider or facility -- I'm leaving out the
10 carrier for now -- could be required to provide a given
11 service, whether that's rendering a certain service to
12 a patient, whether that is allowing certain services to
13 occur within their facility --

14 Q. (By Mr. Theriot) So it's your -- I'm
15 sorry.

16 A. But this is not -- I guess I'm still not
17 familiar with how a provider or a health care facility
18 would be functioning as a payer. And what I mean is
19 paying for the provision of services. You're providing
20 the services, but you wouldn't be paying for them, if
21 you were, let's say, an individual physician.

22 Q. But I believe you testified that they
23 wouldn't pay for health insurance for their employees,
24 correct?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: Not in the capacity of a
2 health care facility. It would be in their capacity as
3 a private employer.

4 Q. (By Mr. Theriot) And do you have any
5 authority for that distinction? What are you basing
6 that distinction on?

7 MR. CRISALLI: The same objection.

8 THE DEPONENT: I base that on the text of
9 the provision.

10 Q. (By Mr. Theriot) All right. Let's talk
11 about the carriers in subsection (2)(a).

12 A. Okay.

13 Q. So how does this provision protect
14 carriers that have objections to certain health care
15 services?

16 MR. CRISALLI: Object to form.

17 THE DEPONENT: A carrier that has an
18 objection to covering, paying for, a particular service
19 by reason of conscience or religion would not have to
20 include those services as part of its package of
21 benefits.

22 Q. (By Mr. Theriot) So how do the provisions
23 in subsection (b) work with regard to health care?
24 They only apply to health care, right? In
25 subsection (b), (2)(b)?

1 A. (2)(b) is specific to the health carrier,
2 yes.

3 Q. And walk me through what the health
4 carrier is required to do if they object to covering a
5 certain service like abortion or contraception.

6 MR. CRISALLI: Object to form.

7 THE DEPONENT: So provision -- well, with
8 (2)(a) and (2)(b), basically a carrier -- a carrier is
9 not required to provide or pay for those services. At
10 the same time, (b) states that an enrollee, someone
11 who's purchased that coverage, cannot be denied access
12 to whatever services the carrier has objected to.

13 So what the carrier would be required to
14 do, if the carrier has an objection for reasons of
15 conscience or religion, they are required to include
16 certain information to the enrollees.

17 So just based on (b)(i), there has to be
18 notice provided telling the enrollees -- and
19 "enrollees" meaning these are people who have already
20 purchased the plan -- there must be notice provided to
21 the enrollees advising them of what services this
22 carrier does not cover and therefore this plan does not
23 provide by reason of conscience.

24 So that would be -- we, in our forms
25 review, would be looking for that notice.

1 Q. (By Mr. Theriot) Okay. So
2 subsection (2)(b)(iii) says, "Ensure that enrollees
3 refused services under this section have prompt access
4 to the information."

5 And does that mean they just have to send
6 it to them? How do you ensure that they have prompt
7 access?

8 MR. CRISALLI: The same objection.

9 THE DEPONENT: First, I guess I would go
10 back and just provide -- I would state the other
11 requirement in (ii), which is -- so in addition to (i),
12 where you've told the enrollees what the plan does not
13 cover, you then also have to provide written
14 information as to how that enrollee may still access
15 those services.

16 Q. (By Mr. Theriot) So when you're looking
17 for that in there, in a plan, how does a carrier comply
18 with that requirement in (ii)?

19 A. In (ii), we're going to -- are we
20 in (2)(b)(ii)?

21 Q. Yeah, yeah. So (2)(b)(ii), the one that
22 reads "Provide written information describing how an
23 enrollee may directly access services in an expeditious
24 manner."

25 MR. THERIOT: I'm sorry, I was a little

1 fast on that, Jana.

2 THE DEPONENT: So compliance with
3 specifically (ii), the "written information describing
4 how an enrollee may directly access services," we are
5 going to look for that language in the plan, in the
6 plan language, in the forms that we're reviewing.

7 Q. (By Mr. Theriot) What's an example of
8 some language that would meet that requirement?

9 MR. CRISALLI: Object to form.

10 THE DEPONENT: So I would -- again,
11 typically, we're going to see the information required
12 by (b)(i) and (b)(ii), little Is. We're going to see
13 that together.

14 So an example could be -- again, this
15 would just be -- typically in the plan booklet that the
16 enrollee has, there would be a statement that -- again,
17 this is just as an example -- but for reasons of
18 conscience or religion, your carrier does not cover A,
19 B, and C services. In order to access these services,
20 you may do A, B, and C in order to receive them.

21 Q. (By Mr. Theriot) All right. And you may
22 do A, B, and C in order to receive them. What would
23 that be? What would satisfy that requirement?

24 A. We're going to be looking at it from an
25 enrollee's perspective. So an enrollee who, let's say,

1 is seeking abortion services, they happen to have a
2 plan sponsored by a religious carrier who doesn't
3 provide that, we're going to be looking from the
4 enrollee's standpoint, is, A, how would they know
5 what's not covered? So that's where we would look to
6 the listing of services or the statement of what's not
7 covered.

8 And then we're also going to be looking,
9 again as an enrollee, how can I -- how can I access
10 those? So is that a -- I've seen some carriers have a
11 specific contact phone number to reach out for more
12 information on how to receive those calls.

13 In the case of -- I've also seen, as an
14 example, referrals to the Washington Department of
15 Health, who can then -- who has arranged to provide
16 those services in some cases. And I'm speaking
17 specific to Providence Health Plan.

18 **Q. Okay. So how does -- how does that**
19 **objected-to service get paid? Who pays for it?**

20 MR. CRISALLI: Object to form. Beyond
21 the scope.

22 THE DEPONENT: It is going to depend on
23 the process that the carrier has put in place in order
24 for the order -- in order for the enrollee to get that
25 service.

1 Q. (By Mr. Theriot) So if they put in place
2 the one you mentioned about Providence, where they call
3 the Department of Health in order to get an abortion,
4 who pays for that?

5 MR. CRISALLI: Object to form. Beyond
6 the scope.

7 THE DEPONENT: My understanding is -- my
8 understanding of the arrangement is that is paid with
9 funds through the Department of Health.

10 Q. (By Mr. Theriot) Okay. Are you aware
11 of -- or do you know if there's any document that
12 describes that arrangement with the Department of
13 Health?

14 MR. CRISALLI: Object to form. Beyond
15 the scope.

16 THE DEPONENT: I don't know.

17 Q. (By Mr. Theriot) And then if we're
18 looking at, once again, subsection (2)(c), it says,
19 "The insurance commissioner shall establish by rule of
20 mechanism or mechanisms to recognize the right to
21 exercise conscience while ensuring enrollee's timely
22 access to services and to assure prompt payment to
23 service providers."

24 Has the Commissioner promulgated such a
25 rule?

1 MR. CRISALLI: It may be another witness
2 who has worked on rule-making who can better answer
3 that question, but to the extent that this designee
4 knows, please feel free to answer.

5 THE DEPONENT: Rule-making specific to
6 48.43.065, I would have to take -- I would have to
7 review the WACs.

8 Q. (By Mr. Theriot) Okay. So when you are
9 looking and making sure that 48.43.065 is followed and
10 complied with, there's not a rule that you're looking
11 at outside of the statute?

12 A. In our review of the plan documents, no.
13 We're using (2)(b)(i) and (ii).

14 When you get down to, let's say, (iii)
15 and then (c), in terms of timely access and payment,
16 those -- that's going to occur after -- that's not
17 going to occur within my unit. That's after the plan
18 is being administered, being used by the enrollees.

19 So I wouldn't receive any information
20 about how timely an enrollee was accessing something or
21 how timely or promptly a payment occurred. So that's
22 outside of my unit.

23 Q. With regard to carriers who have a
24 religious exemption that are protected by
25 subsection (2)(a), how does that protection apply to

1 **that carrier's health plan for its own employees?**

2 MR. CRISALLI: Object to form. Calls for
3 a legal conclusion. Misstates the law.

4 THE DEPONENT: Sorry, can you repeat
5 that?

6 **Q. (By Mr. Theriot) Yes. How does the**
7 **protection in subsection (2)(a) apply to an objecting**
8 **carrier, like Providence, how does it apply to the**
9 **health care benefits for its own employees?**

10 MR. CRISALLI: The same objection.

11 THE DEPONENT: I wouldn't know. The
12 carrier, as an employer, makes use to self-fund, for
13 example. And that would be something not regulated by
14 the OIC.

15 **Q. (By Mr. Theriot) Right, I understand**
16 **that, but what if they had a group health insurance**
17 **policy for their own employees that is governed by the**
18 **OIC?**

19 MR. CRISALLI: The same objection. Also
20 speculation.

21 THE DEPONENT: Can you repeat the rest of
22 the question, then?

23 **Q. (By Mr. Theriot) Yes. So if a provider**
24 **like Providence has a health care plan for its own**
25 **employees, and that health care plan -- and they object**

1 to providing services like abortion or contraception to
2 those employees, then how does subsection (2)(a) of
3 48.43.065 protect them?

4 MR. CRISALLI: The same objections.

5 THE DEPONENT: I don't know based on the
6 premise of that question.

7 Q. (By Mr. Theriot) So are you saying that
8 they would have to cover abortion in their employee
9 benefit plan for their own employees?

10 MR. CRISALLI: Objection. Misstates the
11 testimony. The same objections as before.

12 THE DEPONENT: I think what's being
13 conflated here for me is the protections that apply to
14 the carrier and what's generally available for a large
15 group employer -- in this case, I assume it's a larger
16 group -- what's available to a large group employer in
17 the market, in general, despite -- I don't read this as
18 religiously sponsored employer. I read this as a
19 religiously sponsored health carrier. So, to me, those
20 are getting conflated.

21 Q. (By Mr. Theriot) Is there anything you
22 rely upon for that reading outside of the statute?

23 MR. CRISALLI: The same objection.

24 THE DEPONENT: I rely on the text that
25 states "religiously sponsored health carrier."

1 **Q. (By Mr. Theriot) Okay. So if Providence**
2 **doesn't want to pay for abortions for its own**
3 **employees, what does it need to do?**

4 MR. CRISALLI: Objection. Calls for
5 speculation. Legal conclusion. Beyond the scope.

6 THE DEPONENT: Again, I can speak to the
7 context of any large group employer, any large group
8 employer that would not wish to provide a certain
9 service.

10 **Q. (By Mr. Theriot) So it would be in the**
11 **same boat or be regulated the same way as the**
12 **organizations in subsection (3)?**

13 A. Well, I think there's other -- for us,
14 065 isn't in isolation. That applies as does -- as
15 does 6219 and the statutes enacted pursuant to that.

16 **Q. What other statutes -- I'm sorry, go**
17 **ahead.**

18 A. So when we are -- again, we're reviewing
19 a plan and we're considering, let's say we're
20 considering general, we're looking in general at
21 contraceptive coverage. So we are going to consider --
22 we call it a conscience clause in the case of a
23 religiously sponsored health carrier.

24 If we're reviewing, let's say, any large
25 group plan, they -- I'm trying to say -- a large group

1 plan purchasing from the carrier, the carrier is still
2 going to be bound by -- I'd like to look at 48.43 -- I
3 don't want to guess -- I think 072 and 073, the
4 enactment of the codification of 6219. And I would
5 confirm it in the RCW.

6 Q. Okay. So what if -- so let's assume for
7 a second that Providence has a health care plan -- and
8 I think you've testified previously that they do, but
9 it doesn't cover abortion, and --

10 A. Providence as a health carrier? I'm
11 sorry.

12 Q. Yes, Providence as a health carrier. It
13 doesn't cover abortion. It does not want to provide --
14 its religious convictions prohibit it from providing
15 the notice that's required in subsection (2)(b). Then
16 is it still protected? Can it still offer the plan?

17 MR. CRISALLI: Objection. Calls for
18 speculation and a legal conclusion.

19 Also, I'm a little concerned with this
20 line of questioning just in that they've only -- it's
21 unclear to me whether this particular type of request
22 has ever come before the Insurance Commissioner for
23 evaluation. And going into what it would approve
24 versus not, I think can be inappropriate as far as it's
25 in this vacuum and going down hypotheticals and

1 speculation, when that is their specific job.

2 I understand why you want to get into
3 this. I'm trying to give you a little space on this,
4 but I also want to make sure that we don't have
5 something where the Office of the Insurance
6 Commissioner is out there saying, "I will approve this
7 plan," when that plan has not been presented before
8 them. We don't have the specifics of the plan before
9 them, and I don't want something under oath out there
10 saying that this is the type of plan that would be
11 accepted.

12 Q. (By Mr. Theriot) So Providence, as you
13 understand the plan now, provides the notice required
14 in (2)(b); is that correct?

15 A. As I understand now, Providence, as a
16 carrier, includes the required notices in the health
17 plan products that have been approved by our office.

18 Q. And have you had an occasion to address a
19 plan where a carrier who has a plan doesn't want to
20 cover abortion and also doesn't want to provide the
21 notice?

22 A. We have not seen a religiously sponsored
23 carrier object to providing the required notice.

24 Q. And if you had one, you're unsure as to
25 how you would handle that; is that what your testimony

1 is?

2 MR. CRISALLI: Object to speculation.
3 Beyond the scope.

4 THE DEPONENT: My factual understanding
5 is that Providence is the only religiously sponsored
6 health care currently offering products in Washington.
7 So I can only speak to how we've addressed it with
8 them.

9 Q. (By Mr. Theriot) I think I might have
10 misunderstood your answer. Why don't you restate it to
11 make sure because I think you might have forgotten a
12 word. Can you say that answer again?

13 A. Sure. Can you restate the question?

14 Q. Yeah, sure. The question is: Have you
15 had another -- any carrier who objects to providing
16 abortion or contraception that also objects to
17 providing notice?

18 A. I have not, no.

19 Q. And is it true that Providence is the
20 only carrier that you're aware of that has a plan that
21 does not cover abortion at this time?

22 MR. CRISALLI: Objection. Misstates the
23 record.

24 THE DEPONENT: No. My testimony is that
25 Providence is the only religiously sponsored health

1 carrier that offers plans that do not include abortion.

2 Q. (By Mr. Theriot) Okay, great. Are there
3 other plans that aren't religiously sponsored that
4 don't cover abortion?

5 A. Sorry, can you repeat that?

6 Q. Are there other carriers who offer plans
7 that do not cover abortion besides Providence?

8 A. Yes. Those would be the ones I mentioned
9 earlier.

10 Q. Okay. All right.
11 I've put in the chat Statute 48.43.725.
12 And we're going to mark that as Exhibit 5.

13 (Exhibit 5 was remotely introduced and
14 provided electronically to the reporter.)

15 Q. (By Mr. Theriot) Would you open that up
16 and take a moment to familiarize yourself with it,
17 please.

18 A. Okay.

19 Q. Let me get my exhibit number right here
20 so I can ask you a question about it and so I don't
21 confuse myself.

22 So Exhibit 5 is RCW 48.43.725. Does your
23 office interpret and apply this statute?

24 A. Does our office? Yes.

25 Q. Okay. So can you explain to me what this

1 **statute does and what it requires?**

2 A. Sure. Well, there's a few parts to it
3 and some I apply in our unit more than other parts of
4 it, but sure.

5 **Q. Just with regard to the ones that you're**
6 **knowledgeable on.**

7 A. Okay. So subsection (1), and that is
8 going to apply to a health carrier who is offering a
9 health plan or a student health plan.

10 Sub (i) and its parts, they include a
11 notice requirement. So that, again, is going to be
12 language that we are looking for in the plan during our
13 review process.

14 **Q. Okay.**

15 A. And so, again, that's going to be a
16 written notice of benefits that are not covered --
17 mandated benefits, I should say, that are not covered
18 and alternate ways that enrollee could access those
19 services.

20 **Q. Okay. So this appears to be similar or**
21 **maybe even the same as the notice requirements in**
22 **48.43.065?**

23 A. Similar notice requirements, yes.

24 **Q. What are the differences?**

25 A. What are the differences between .725 and

1 .065?

2 Q. Yeah, the difference in the notice
3 requirements.

4 A. Can I look at them both on screen?

5 Q. Oh, sure.

6 A. Okay.

7 MR. CRISALLI: I'm going to object as it
8 calls for a legal conclusion.

9 THE DEPONENT: Well, in terms of the
10 notice requirement, 065 again is going to be required
11 by a carrier, and it will be the carrier's statement
12 that we, as a carrier, have a religious objection to
13 providing A, B, and C services.

14 In the 725, it's not -- it's not specific
15 to a religious carrier. Any health carrier that
16 excludes benefits is going to provide -- is going to,
17 again, state that this plan does not provide A, B, C.

18 Q. (By Mr. Theriot) Okay. Do you apply any
19 of the other aspects of 285 -- I'm sorry, 725?

20 A. The (1)(c) addresses marketing materials,
21 and that is outside the scope of our unit.

22 Q. Okay. What about subsection(2)?

23 A. The fee assessment is not specific to our
24 unit.

25 Q. Who assesses that fee?

1 A. Those are -- information is reviewed
2 by -- my understanding is that the carrier will submit
3 information in its rate filing sufficient for the
4 actuaries to determine that fee. And then a payment
5 would be made, I believe, through our fiscal office.

6 **Q. All right. So does -- can this fee be**
7 **assessed against a religious health care provider?**

8 MR. CRISALLI: Object to form.

9 THE DEPONENT: Well, by statute, this fee
10 is assessed on a health carrier, not on a provider.

11 **Q. (By Mr. Theriot) I'm sorry, that was a**
12 **poor question.**

13 **Is this fee paid by the health carrier?**

14 MR. CRISALLI: Is that your question?

15 MR. THERIOT: Yes.

16 MR. CRISALLI: Objection. Vague.
17 Speculation. Calls for a legal conclusion. I think
18 you might be missing a word.

19 MR. THERIOT: Oh.

20 **Q. (By Mr. Theriot) Does this fee in**
21 **subsection (2) have to be paid by a health insurance**
22 **carrier?**

23 MR. CRISALLI: Object to form.

24 Speculation. Calls for a legal conclusion.

25 THE DEPONENT: Just by statutory text,

1 (c), that fee -- the fee must be assessed, but (c)
2 allows for waiver by the Commissioner.

3 Q. (By Mr. Theriot) Are you involved in that
4 process at all?

5 A. No, I'm not.

6 Q. Do you know how it works?

7 A. No, I don't.

8 Q. Do you know if it applies to religious
9 health care insurance carriers?

10 MR. CRISALLI: Object to form. Vague.

11 THE DEPONENT: I don't know what a health
12 care insurance carrier is. This applies to a health
13 carrier. And then I would go back to 48.43.005 to look
14 back to the definition of health carrier.

15 Q. (By Mr. Theriot) Okay. So there's no
16 exemption -- it applies to those who are protected
17 by 065?

18 MR. CRISALLI: Object to form. Calls for
19 a legal conclusion.

20 THE DEPONENT: This applies -- the term
21 "health carrier" would include religiously sponsored
22 health carriers that are subject to 065.

23 Q. (By Mr. Theriot) Okay. Let's go back
24 to 065, which is Exhibit 4. Is your office responsible
25 for ensuring that this statute, this part of the

1 statute is applied properly?

2 MR. CRISALLI: Object to form.

3 THE DEPONENT: Is our office? Yes, the
4 OIC.

5 Q. (By Mr. Theriot) The OIC, okay. And what
6 about your team that you supervise, is it responsible
7 for making sure this provision is complied with?

8 A. We are -- we would be responsible for the
9 written notice requirements. And so we would be
10 responsible to ensure that the plan documents, the plan
11 language would include the required information. To
12 the extent there may be issues later about timely
13 access or prompt payment, that is outside of the scope
14 of the health forms unit.

15 Q. Okay. So your -- so what exactly are you
16 looking for in a plan to make sure that
17 subsection (3)(a) is properly complied with?

18 A. Can you repeat that again, please?

19 Q. Yeah. What are you looking for in a
20 proposed plan that helps you ensure that (3)(a) is
21 complied with?

22 A. I wouldn't be reviewing anything on
23 behalf of an individual or an organization.

24 Q. Okay. So if a religious organization,
25 like Cedar Park, for instance, wants to take advantage

1 of subsection (3)(a) of 065, what do they need to do?

2 MR. CRISALLI: Object to form.

3 Speculation.

4 THE DEPONENT: This protection extends
5 to -- an individual or organization who has a moral
6 objection can't be required to purchase a policy that
7 has it.

8 Q. (By Mr. Theriot) Okay.

9 A. Again, I wouldn't be -- I'm not reviewing
10 an individual or the organization. I don't receive
11 anything from either entity.

12 Q. So looking at subsection (b), it says "an
13 enrollee being denied coverage of, and timely access
14 to, any service or services excluded from their
15 benefits package as a result of their employer's or
16 another individual's exercise of the conscience clause
17 in (a) of this subsection."

18 So what are the options for a health care
19 plan to exclude coverages that are objected to pursuant
20 to (3)(a) to make sure that the enrollee is not denied
21 coverage?

22 MR. CRISALLI: Object to form. Compound.

23 THE DEPONENT: Can you repeat your
24 question?

25 Q. (By Mr. Theriot) How does a health care

1 plan comply with the requirements of (3)(a)
2 and (3)(b) --

3 MR. CRISALLI: Object to form.
4 Speculation.

5 Q. (By Mr. Theriot) -- in the context of a
6 church like Cedar Park who doesn't want to cover
7 abortion or certain types of contraception?

8 MR. CRISALLI: Object to form. I would
9 also advise the witness not to provide legal advice to
10 the extent that such answer would do so.

11 THE DEPONENT: The compliance obligation
12 in 065 is on the health carrier under (2)(b) and the
13 subsections. 3(a) is not a compliance requirement. It
14 doesn't -- it addresses an individual and an
15 organization to the extent that they are required to do
16 anything to which -- they aren't required to make a
17 purchase to which they object.

18 So I'm not reviewing an individual and an
19 organization for compliance with this statute.

20 Q. (By Mr. Theriot) So is it -- so it's up
21 to the church or other religious organization to find a
22 plan that would exclude abortion or contraception, and
23 the insurance -- the OIC doesn't have anything to do
24 with that; is that what you're saying?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: The OIC would not -- does
2 not have involvement in a given employer's decision to
3 purchase health insurance for its employees.

4 Q. (By Mr. Theriot) So one of the ways -- is
5 one of the ways -- well, strike that.

6 There's a rule in (3)(c) of 065. It
7 says, "the insurance commissioner shall define by rule
8 the process through which health carriers may offer the
9 basic health plan services to individuals and
10 organizations identified in (a) and (b) of this
11 subsection."

12 Is there a rule that defines the process.

13 MR. CRISALLI: And I'm going to object
14 because it asks for a legal conclusion as well as does
15 not state the complete law.

16 THE DEPONENT: Again, I would -- I would
17 need to look at the administrative code to see if
18 rule-making was undertaken specifically for 065.

19 MR. CRISALLI: And I'll represent we do
20 have a designee slated to cover that aspect of this
21 topic. So I don't want to necessarily be held -- this
22 witness might know some things. I wasn't trying to
23 hold you back from asking this witness, but we do have
24 other witnesses that can address the rule-making.

25 Q. (By Mr. Theriot) But as far as when you

1 are applying 065, there's not a rule that you look to
2 that would explain that process that's described
3 in 065, subsection (3)(c)?

4 A. No, not beyond the notice requirements
5 that are set forth in the statute above.

6 Q. Do you have any knowledge of how -- of
7 which plans might properly comply with subsection (b)?

8 MR. CRISALLI: Object to form.

9 THE DEPONENT: Can you repeat that,
10 please?

11 Q. (By Mr. Theriot) Do you have any
12 knowledge of how health care plans might comply with
13 subsection (b), (3)(b) of 065?

14 MR. CRISALLI: Object to speculation.
15 Again, I think it should be limited more to what she's
16 seeing, not to speculate what might come before her in
17 the evaluation process.

18 THE DEPONENT: I'm sorry, can you repeat
19 that?

20 Q. (By Mr. Theriot) Do you have -- strike
21 that.

22 When you're reviewing a plan that
23 excludes an objectionable service, are there specific
24 ways that you've seen that the plan can comply with
25 subsection (3)(b)?

1 MR. CRISALLI: Object to form.

2 THE DEPONENT: So those -- again, (3)(b)
3 is designed to ensure that even if a given benefit
4 isn't included in their benefits package, they can
5 still have access to it. So even if their employer may
6 object to it and doesn't want it as part of the
7 package, the enrollee still has access to it. And
8 that's by means of the examples I provided earlier.

9 Q. (By Mr. Theriot) All right. And you're
10 talking about the examples you provided earlier with
11 regard to Providence's plan.

12 Are you aware of any other -- I'm sorry,
13 that's two questions -- are you talking about the
14 examples you provided earlier about Providence's plan?

15 A. Yeah, I'm talking about the context of a
16 religious carrier and the notice that they have to
17 provide and the information that they have to disclose
18 to an enrollee as to how to access those services.

19 Q. What about with regard to a nonreligious
20 carrier?

21 A. So -- can you ask the question again,
22 please?

23 Q. Yes. With regard to a nonreligious
24 carrier, how do you ensure that subsection -- if they
25 have a plan that excludes abortion for a purchaser of

1 the plan, an employer, how do they comply with
2 subsection (3)(b)?

3 MR. CRISALLI: Object to form.

4 THE DEPONENT: So in the example that you
5 provided, the employer group has an objection and not
6 the carrier. And what we would expect to see is
7 notification to an enrollee that -- this is an
8 example -- your employer has chosen not to provide such
9 and such a benefit. You still have a right to access
10 this benefit, and here's how you go about doing that.

11 Q. (By Mr. Theriot) Okay. And how -- for
12 instance, in the plan that you're aware of, by a
13 nonreligious carrier, how do tell the employee they can
14 access the benefit that's not covered?

15 MR. CRISALLI: Form. Vague.

16 THE DEPONENT: They provide -- they
17 provide written notice in the plan documents, stating
18 what services are not covered. They provide usually a
19 direct contact number to get information about how to
20 access them. And they will also provide -- they may
21 also provide the associated cost shares. So this is
22 how an enrollee can access these services, and this is
23 what the services will cost, even though their employer
24 may object to providing --

25 Q. (By Mr. Theriot) I'm sorry, what was the

1 **last thing you said?**

2 A. Even though -- as an enrollee, even
3 though their employer may object to providing it, the
4 carrier will make that service available.

5 **Q. And you said it will also tell them how**
6 **it's paid for?**

7 A. It's --

8 MR. CRISALLI: Object to form.

9 THE DEPONENT: It may. That is an
10 example of one that I've seen.

11 **Q. (By Mr. Theriot) And who pays for that**
12 **service that's objected to?**

13 MR. CRISALLI: Object to form.

14 You're speaking about this specific
15 instance, right?

16 MR. THERIOT: Yes.

17 THE DEPONENT: I don't know the payment
18 mechanism.

19 **Q. (By Mr. Theriot) You just know that it's**
20 **not the employer who purchased the plan?**

21 A. Correct.

22 MR. CRISALLI: Would now be a good time
23 for a brief break?

24 MR. THERIOT: Yeah, we can take a brief
25 break. Let me just see how much longer I have left.

1 MR. CRISALLI: Off the record.

2 (A recess was taken from 1:49 p.m. to
3 2:04 p.m. PST)

4 MR. CRISALLI: I think the witness has
5 something to clarify before we get to the next line of
6 questions.

7 MR. THERIOT: Okay.

8 THE DEPONENT: I want to do it on the
9 record.

10 I realize that I may have suggested that,
11 in our review of compliance with the conscience
12 statute, that we don't use WACs. Excuse me. And
13 that's because the specific cite escaped me, but there
14 is a WAC that requires the information to actually be
15 filed with us.

16 So we're looking at that information in
17 the context of a filing, but there is a separate WAC
18 that says it must be filed, and that's the notice
19 information.

20 Q. (By Mr. Theriot) And which WAC is that?

21 A. 284.43.5020. And just kind of the nature
22 of our reviews -- I think I mentioned this -- that
23 there's a master checklist, compliance checklist, and
24 it's topical. So by each topic, we're going to have a
25 combination of RCWs and WACs.

1 But I didn't have that specific cite in
2 front of me. Sorry about that.

3 Q. That's all right. That's the last thing
4 I want to talk to you about. So I'll put that statute
5 up in front of you here in a little bit.

6 A. Okay.

7 Q. I have a few more questions about 065,
8 though.

9 A. Okay.

10 Q. So we were talking about a nonreligious
11 carrier's coverage of offering a health plan that
12 doesn't cover abortion or some other objection for
13 service. And I think we were specifically talking
14 about Kaiser's that you referenced before; is that
15 right?

16 A. Kaiser as an example of a health carrier
17 that offers a plan that doesn't cover abortion?

18 Q. Correct.

19 A. Correct.

20 Q. That's not religious?

21 A. That is not religious, right.

22 Q. And --

23 A. Or I should say whose employer doesn't
24 cover. The plan actually provides for access.

25 Q. Okay, good. So the plan -- so let's talk

1 about how that's done. In that particular context of
2 that plan that you're referring to, the employer
3 provides the objectionable -- I'm sorry, excuse me.

4 In that particular plan that you're
5 referring to, the carrier provides the objectionable
6 coverage?

7 A. Yes. So in that particular plan, I'm
8 seeing the product before it's offered for sale.

9 Q. Right.

10 A. And so I'm looking at a product where
11 there is language in the plan that says: Your employer
12 does not provide these services; however, you can still
13 access them through us, your carrier, and here's how.

14 Q. And that "here's how," what is the
15 "here's how"? What do they say as to how to do it?

16 A. Typically -- and, again, I'm thinking of
17 the Kaiser one we're talking about -- for them, for
18 enrolling, there's actually a number to call to find
19 out how to access that care.

20 But I would caveat that when we're
21 talking about Kaiser, they're an HMO. So they're kind
22 of a closed system. So that health plan has its own
23 providers. So it's a distinction that may make a
24 difference. Not every carrier will do it that way;
25 that's what I'm saying. They happen to be an HMO, and

1 their mechanism may be different than others.

2 Q. So, as I understand it, the enrollee can
3 call the number, find out how to access the
4 objectionable service; but you're not sure what they
5 tell them, what Kaiser tells the enrollee?

6 A. I'm not involved in anything after the
7 plan is in effect, so to speak. So I don't know the
8 information that they get from their carrier.

9 Q. Okay. In that plan that we're talking
10 about, does Kaiser pay for the objectionable coverage?

11 MR. CRISALLI: Object to form.

12 THE DEPONENT: It doesn't state that in
13 the documents. My understanding is that's how it
14 happens, but I don't know the payment mechanism.
15 Again, Kaiser is unique, that entity is unique as an
16 HMO.

17 Q. (By Mr. Theriot) Okay. As I recall, that
18 entity and the product that we're talking about that's
19 offered by that Kaiser entity is a small --

20 A. Small group employer.

21 Q. A small group employer. So that's
22 employers of 50 and less.

23 A. Correct.

24 Q. Could one of the ways that the
25 objectionable coverage gets paid for, could that be --

1 strike that.

2 Could Kaiser use the method of payment
3 for the objectionable coverage that Providence uses in
4 their plan, which is referring them to the Department
5 of Health?

6 MR. CRISALLI: Object to form.
7 Speculation.

8 THE DEPONENT: The referral process that
9 Kaiser uses is a means of access. It's not the means
10 of payment.

11 So we're ensuring that an enrollee whose
12 employer might otherwise or does otherwise object can
13 still access that care. And our division, our unit, is
14 not overseeing the payment mechanism for it.

15 Q. (By Mr. Theriot) And you don't oversee
16 how they access that care?

17 A. Not beyond -- not beyond the
18 information -- not beyond the notice requirement that
19 we look for in the forms. We can certainly follow up
20 via objection if we have concerns.

21 Q. Okay. And is there -- what are the
22 options that a carrier has to provide the objectionable
23 coverage?

24 MR. CRISALLI: Objection. Speculation.
25 Calls for a legal conclusion.

1 THE DEPONENT: Sorry, can you clarify
2 that?

3 Q. (By Mr. Theriot) What are the options a
4 carrier has to provide the objectionable coverage in a
5 plan like we've been talking about that's the Kaiser
6 entity?

7 A. Well, any entity, any carrier, as part of
8 its business model, can certainly choose to design
9 products. It can choose to offer a product tailored
10 towards employers that may object to certain services.

11 Q. Are there any other ways besides Kaiser's
12 use of its HMO network to provide the objectionable
13 service or Providence's referral to the Department of
14 Health that a carrier can comply with the requirements
15 of 48.43.065 (3)(b)?

16 MR. CRISALLI: Objection. Speculation,
17 compound, and a legal conclusion.

18 THE DEPONENT: Again, (3)(a) and (b) are
19 not regulating the -- they're not as applied to the
20 carrier.

21 Q. (By Mr. Theriot) So what does apply to
22 the carrier is (2)(c)?

23 A. Not if we're still talking about
24 nonreligious carriers.

25 Q. Oh, okay. So we're not -- so what are

1 the nonreligious carriers governed by when they are
2 trying to offer a plan that complies with 065 (3)?

3 MR. CRISALLI: Object to form.
4 Speculation.

5 THE DEPONENT: The carrier is -- a
6 nonreligious carrier is not attempting to comply
7 with 065.

8 Q. (By Mr. Theriot) Who does attempt to
9 comply with 065?

10 A. A religiously sponsored --

11 MR. CRISALLI: Objection. Vague.

12 065 in general or are we talking about --

13 MR. THERIOT: I'm sorry. 065 (3)(a).

14 THE DEPONENT: So 065 (3)(a) is not -- is
15 not a compliance requirement on the carrier. It
16 protects -- it protects an individual or an employer
17 group from having to purchase coverage that they object
18 to.

19 Q. (By Mr. Theriot) How does a nonreligious
20 carrier offer coverage that complies -- that allows the
21 employer to take advantage of (3)(a) and (b)?

22 MR. CRISALLI: Object to form.
23 Speculation. Legal conclusion.

24 THE DEPONENT: A nonreligious carrier is
25 complying with many, many requirements beyond 065. So

1 a health carrier is bound by 6219, which is going to
2 mandate coverage for contraception and abortion. So a
3 nonreligious carrier, a health carrier is required, if
4 they offer maternity coverage, to offer, for example,
5 the abortion coverage; but they are recognizing that
6 some employers may have an objection and may wish to
7 purchase a plan in which they, the employer, aren't
8 paying for the services.

9 Q. (By Mr. Theriot) Okay. And then how does
10 subsection (4) of 065 apply to those types of plans?

11 MR. CRISALLI: Object to form. Legal
12 conclusion. Speculation.

13 THE DEPONENT: And can you repeat the
14 question?

15 Q. (By Mr. Theriot) How does subsection (4)
16 of 065 apply to those types of plans that a
17 nonreligious carrier offers to employers who are taking
18 advantage of 3, of subsection (3)?

19 MR. CRISALLI: The same objection.

20 THE DEPONENT: Nothing in this section --
21 I'm going back up to this section -- nothing -- health
22 carriers are not required to -- they may still charge a
23 premium. So there's nothing about these conscience
24 clauses or accommodations that prevents the carrier
25 from still charging for the service.

1 Q. (By Mr. Theriot) And is there any entity
2 other than the employer that they could charge for the
3 service?

4 MR. CRISALLI: Object to form. Beyond
5 the scope and a legal conclusion.

6 THE DEPONENT: Can you repeat that?

7 Q. (By Mr. Theriot) Is there any entity
8 other than the employer that the carrier could charge
9 for the services as described in subsection (4) of 065?

10 MR. CRISALLI: The same objections.

11 THE DEPONENT: I don't know.

12 Q. (By Mr. Theriot) So the State doesn't
13 have a program for paying for the premium for the
14 objectionable services that you're aware of?

15 MR. CRISALLI: Object to form. Beyond
16 the scope.

17 THE DEPONENT: The only program I'm aware
18 of is in the context of a religiously sponsored health
19 carrier, being Providence, and the arrangement that's
20 in place with the Washington Department of Health.

21 Q. (By Mr. Theriot) All right. Let's look
22 at the WAC you were referring to earlier, 284.43.5020.
23 I'll get that up in the chat.

24 MR. THERIOT: We're on Exhibit 6, Jana?

25 THE REPORTER: Yes.

1 (Exhibit 6 was remotely introduced and
2 provided electronically to the reporter.)

3 THE DEPONENT: I don't see it yet, if
4 it's there.

5 Q. (By Mr. Theriot) I didn't stick it in
6 there yet. I tried to do something and it wouldn't let
7 me do it.

8 There we go. I was trying to do a
9 shortcut. There we go. I apologize.

10 I'm going to go back to 065 really quick,
11 a question that I forgot to ask regarding (4)(c) again.

12 (4)(c) says that a carrier can't be
13 required to pay for services without the payment of a
14 premium or fee. Can the carrier include the cost of
15 the premium or fee in the actuarial analysis of
16 assessing rates?

17 MR. CRISALLI: Object to form and
18 speculation. Calls for a legal conclusion.

19 THE DEPONENT: I don't know. That's
20 outside of my scope. That would be with our rates and
21 actuaries.

22 Q. (By Mr. Theriot) Okay. So let's go back
23 to Exhibit 6 now. All right.

24 So we've talked about -- Exhibit 6 is
25 Washington Administrative Code 284-43-5020. I get to

1 say my dashes now.

2 We talked about this a little bit
3 earlier. Can you just describe what this regulation
4 does and how you apply it when you are doing your job?

5 A. Give me a moment.

6 MR. CRISALLI: Object to the extent it
7 calls for a legal conclusion.

8 THE DEPONENT: Can you repeat the
9 question now, please?

10 Q. (By Mr. Theriot) Yes. Can you describe
11 for me how you apply WAC 284-43-5020 in your job of
12 reviewing health care plans?

13 MR. CRISALLI: The same objection.

14 THE DEPONENT: I can. There are, I would
15 say, a two-part, two parts to my response. One is that
16 the WAC, this WAC refers to something called the model
17 plan or basic health plan services, which I'm not
18 knowledgeable about those.

19 My understanding is that was a plan that
20 predated the ACA. So there may be some remaining text
21 here that is sort of a carryover from pre-ACA times.

22 But in terms of how -- how we're applying
23 this currently to our reviews, what we're doing is,
24 again, it specifically goes to the -- well, I should
25 back up and say: As I mentioned before, all forms that

1 comprise the policy contract have to be filed with us.
2 And so as part of that filing, we would expect to
3 see -- again, this would be from a religiously
4 sponsored carrier -- and if they have opted not to
5 provide certain services, they may still offer those
6 plans as long as they ensure that enrollees will have
7 access to whatever those objectionable services are.

8 And I'm going back to the last sentence
9 of (1) there, which is: "This process may not affect a
10 nonobjecting enrollee's access to coverage."

11 So, again, our role in this is, with
12 other requirements that we're looking for in a plan,
13 we're going to assure that the proper notice has been
14 provided to the enrollee. So it's specifically the
15 notification and the explanation of what's not covered.

16 **Q. (By Mr. Theriot) Okay. So does this**
17 **regulation only apply to religiously sponsored**
18 **carriers, or does it also apply to plans like Kaiser,**
19 **who are offering a plan that respects an organization**
20 **or individual's conscience?**

21 MR. CRISALLI: Object to form.

22 THE DEPONENT: All carriers have to file
23 their forms with us, but the specific notice, the
24 notice requirement here is referring to a religiously
25 sponsored carrier.

1 Q. (By Mr. Theriot) Okay. So in the first
2 couple lines of subsection (1) of Exhibit 6, it says
3 that "all carriers required pursuant to law to offer
4 and file with the commissioner a plan."

5 Which carriers are required pursuant to
6 the law to offer and file with the Commissioner a plan
7 providing benefits identical to the basic health
8 services model?

9 MR. CRISALLI: Object to form.

10 THE DEPONENT: I don't know based upon
11 the reference to -- the reference to the model plan
12 that may have predated the ACA. I don't know the
13 statutory history.

14 Q. (By Mr. Theriot) So that language may be
15 outdated?

16 A. It's possible. I don't know either way.

17 Q. Okay. But as far as in your day-to-day
18 work, you use this only with regard to religiously
19 sponsored carriers?

20 A. I would cite, if I were going to cite
21 this statute, this citation 284-43-5020, (2), would be
22 an objection to a religiously sponsored carrier.

23 Q. So are you -- the last line of
24 subsection (1) in Exhibit 6 says, "This process may not
25 affect a nonobjecting enrollee's access to coverage for

1 those services."

2 Are you aware of any other processes
3 other than what we've talked about with regard to the
4 Kaiser plan and Providence plan that could be used by a
5 carrier so as not to affect a nonobjecting enrollee's
6 access to coverage?

7 MR. CRISALLI: Object to form. Calls for
8 speculation.

9 THE DEPONENT: Can you repeat the
10 question?

11 Q. (By Mr. Theriot) Are you aware of any
12 other processes other than what we've talked about with
13 regard to the Kaiser plan and Providence plan that
14 could be used so as not to affect a nonobjecting
15 enrollee's access to coverage for these services?

16 MR. CRISALLI: Form. Calls for
17 speculation.

18 THE DEPONENT: I know generally, based on
19 the other plan, again, mentioned this morning -- and
20 this would be a nonreligious carrier, and this was the
21 Premera plan that I mentioned. So they would also have
22 a process in place for enrollees to access services.

23 Q. (By Mr. Theriot) Do you know what process
24 Premera uses?

25 A. I don't know the details without looking.

1 And, again, we would be looking for the required notice
2 to enrollees of how they can get there, how they can
3 get those services.

4 Q. You wouldn't be looking exactly as to
5 what the process is?

6 A. Not in our unit, no.

7 Q. Which unit looks at that?

8 A. Generally speaking, for issues or
9 questions that come up during the administration of a
10 plan, while enrollees are actively using the plan,
11 those types of questions or issues are going to come to
12 our consumer department. I think it's consumer
13 protection.

14 MR. CRISALLI: And I'll represent -- have
15 you finished your answer?

16 THE DEPONENT: Oh, I was just going to
17 say, possibly, possibly our market conduct oversight.
18 They work fairly closely together.

19 MR. CRISALLI: And I will represent that
20 we have a designee who deals with compliance who is
21 prepared to testify about aspects of the questions that
22 you're getting at.

23 MR. THERIOT: Okay.

24 Q. (By Mr. Theriot) So I was going to ask
25 you about -- maybe I shouldn't -- subsection (3)(a),

1 "The commissioner will not disapprove processes that
2 meet the following criteria: Enrollee access to all
3 basic health plan services is not impaired in any way."

4 You don't assess for that; am I correct?

5 MR. CRISALLI: Object to form.

6 THE DEPONENT: We would assess for,
7 again, based on the plan language, whether -- if there
8 are any obvious impairments, anything that, you know,
9 might limit access, we might see that in the plan
10 documents. But, typically, issues of access are going
11 to come up later as enrollees are using their plan.

12 Q. (By Mr. Theriot) So when you're looking
13 to see if there is an impairment, what kinds of things
14 might impair an enrollee's access that you would see
15 and object to?

16 MR. CRISALLI: Object to the extent it
17 calls for speculation.

18 THE DEPONENT: I don't have anything that
19 comes to mind based on what we see.

20 Q. (By Mr. Theriot) Have you ever objected
21 to a plan that is governed by Exhibit 6 because you
22 suspected that the enrollee's access might be impaired
23 in some way?

24 A. I don't recall at that level of
25 specificity.

1 MR. THERIOT: Okay. Why don't we -- give
2 me five minutes and let me look. I may be done.

3 MR. CRISALLI: Sounds good.

4 (A recess was taken from 2:38 p.m. to
5 2:44 p.m. PST.)

6 MR. THERIOT: Back on the record for me
7 just to say I don't have any other questions, but I
8 reserve the right to recall the witness after Paul and
9 I have some discussion, and maybe even have some Court
10 intervention, but we'll see. I don't have any further
11 questions.

12 MR. CRISALLI: No questions for me at
13 this time. Thanks.

14 Can she go?

15 MR. THERIOT: Yes, thank you, you can go.
16 I appreciate your time. I know it's not a fun process,
17 but you did a good job.

18 THE REPORTER: Paul, do you want to order
19 a copy?

20 MR. CRISALLI: If they order, we'll order
21 as well.

22 MR. THERIOT: Yes, we're ordering. The
23 question is whether I need an expedited. We both have
24 to order.

25 Jana, let's hold off on the expedited for

1 now.

2 (WHEREUPON, the deposition was concluded
3 at 2:45 p.m. PST.)

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 I have read the foregoing transcript
2 of my testimony and have indicated the same by my
3 signature.

4
5
6 _____
KIM TOCCO

7
8 STATE OF _____

9 CITY OF _____ AND COUNTY OF _____

10 Subscribed and sworn to before me by KIM
11 TOCCO, on this _____, 2022.

12 My commission expires: _____.

13
14
15
16 _____
Notary Public

17
18 _____
Address

19
20
21 Reporter: JM
22 Trial/hearing date: None

1 CERTIFICATE

2 STATE OF COLORADO)
) ss.
 3 CITY AND COUNTY OF DENVER)

4 I, Jana Mackelprang, Certified Realtime
 Reporter, Registered Professional Reporter, and Notary
 5 Public for the State of Colorado, do hereby certify
 that previous to the commencement of the examination,
 6 the said KIM TOCCO was duly sworn by me to testify the
 truth in relation to the matters in controversy between
 7 the said parties.

I further certify that said deposition was
 8 taken in shorthand by me and was reduced to typewritten
 form by computer-aided transcription, that the
 9 foregoing is a true transcript of the questions asked,
 testimony given, and proceedings had.

10 I further certify that I am not an
 attorney nor counsel nor in any way connected with any
 11 attorney or counsel for any of the parties to said
 action or otherwise interested in its event.

12 I further certify that, pursuant to
 Rule 30(e)(1), review of the transcript was requested.

13 IN WITNESS WHEREOF, I hereunto affix my
 hand and notarial seal this 29th day of November, 2022.
 14 My commission expires January 24, 2024.



Jana Mackelprang

Jana Mackelprang
 CRR, RPR, Notary Public
 Calderwood-Mackelprang, Inc.

1 CALDERWOOD-MACKELPRANG, INC.
2 9745 East Hampden Avenue, Suite 220
3 Denver, Colorado 80231
4 (303) 477-3500

5 November 29, 2022

6 Paul M. Crisalli
7 Jeffrey Todd Sprung
8 Attorney General's Office
9 800 5th Avenue, Suite 2000
10 Seattle, Washington 98104

11 Re: Cedar Park Assembly of God of Kirkland, WA v.
12 Kreidler and Inslee

13 Deposition of: KIM TOCCO

14 The deposition in the above-entitled matter is ready
15 for reading and signing. Please attend to this matter
16 by complying with ALL blanks checked below:

17 _____ arranging with us at the number listed below
18 to read and sign the deposition in our
19 office.

20 XXX having deponent read your copy and sign
21 amendment sheets, if any (original signature
22 page enclosed.)

23 _____ reading enclosed deposition, signing
24 signature page and correction sheets, if any.

25 XXX within 30 days of the date of this letter.

_____ by _____ due to trial/hearing date of
_____.

21 Please be sure that the signature page and amendment
22 sheets, if any, are signed before a notary public and
23 returned to our office. If this matter has not been
24 taken care of within said period of time, the
25 deposition will be filed unsigned pursuant to the Rules
of Civil Procedure.

JANA MACKELPRANG, CRR, CSR, RPR
cc: Counsel of Record

1 CALDERWOOD-MACKELPRANG, INC.
9745 East Hampden Avenue, Suite 220
2 Denver, Colorado 80231
(303) 477-3500
3

4 Kevin H. Theriot, Esq.
Alliance Defending Freedom
5 15100 N. 90th Street
Scottsdale, Arizona 85260
6

Re: Cedar Park Assembly of God of Kirkland, WA v.
7 Kreidler and Inslee

8 Dear Mr. Theriot:

9 Enclosed is the deposition of: KIM TOCCO

10 _____ Previously filed. Forwarding signature page
11 and amendment sheets.

12 _____ Signed, no changes.

13 _____ Signed, with changes, copy enclosed.

14 _____ Unsigned, notice duly given _____,
pursuant to the Rules of Civil Procedure.

15 _____ Not signed, notice duly given _____,
16 since trial is set for _____.

17 _____ No signature required.

18 _____ Signature waived.

19 _____ To be signed in court.

20 _____ Signature pages/amendment sheets to be
returned to court on date of trial.

21 _____ Mailed by Priority Mail on _____.

22 _____ Hand-delivered on approximately _____.

23
24 JANA MACKELPRANG, CRR, CSR, RPR

25 cc: Counsel of Record

Exhibit B

Honorable Benjamin H. Settle

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

Civil Action No. 3:19-cv-05181

CEDAR PARK ASSEMBLY OF GOD OF
KIRLAND, WASHINGTON,

Plaintiff,

vs.

MYRON "MIKE" KREIDLER, in his official
capacity as Insurance Commissioner for
the State of Washington; JAY INSLEE, in his
official capacity as Governor of the State
of Washington,

Defendants.

VIDEOCONFERENCE and 30(b)(6) DEPOSITION of DEFENDANTS

MYRON "MIKE" KREIDLER and GOVERNOR JAY INSLEE

REPRESENTATIVE MOLLY NOLLETTE

PURSUANT TO NOTICE, the above-entitled
videoconference deposition was taken on behalf of the
Plaintiff on Thursday, November 17, 2022, at 10:01 a.m.
PST, before Jana Mackelprang, Certified Realtime
Reporter, Registered Professional Reporter, and Notary
Public.

1 APPEARANCES:

2 For the Plaintiff:

3 Kevin H. Theriot, Esq.
4 Julia Payne, Esq.
5 Alliance Defending Freedom
6 15100 N. 90th Street
7 Scottsdale, Arizona 85260
8 480.444-0020
9 ktheriot@adflegal.org

10 For the Defendants:

11 Paul M. Crisalli
12 Attorney General's Office
13 800 5th Avenue, Suite 2000
14 Seattle, Washington 98104
15 paul.crisalli@atg.wa.gov

16 Marta U. DeLeon
17 Attorney General's Office
18 PO Box 40100
19 Olympia, Washington 98504
20 marta.deleon@atg.wa.gov

1	EXAMINATION INDEX	
2	By Mr. Theriot	Page 4
3		
4		
5	EXHIBIT INDEX	
6	FOR IDENTIFICATION	INITIAL REFERENCE
7	Exhibit 8 10/19/2018 Memorandum from Philhower	21
8	to Nollette, "Forms review standard	
9	for a carrier with a religious	
	objection to providing contraception	
	and abortion	
10	Exhibit 9 RCWA 48.44.035	49
11	Exhibit 10 9/19/2019 Providence Health Plan	65
12	Press Release	
13		
14	PREVIOUSLY MARKED EXHIBIT INDEX	
15	FOR IDENTIFICATION	INITIAL REFERENCE
16	Exhibit 1	7
17	Exhibit 2	39
18	Exhibit 3	73
19	Exhibit 4	27
20	Exhibit 5	69
21	Exhibit 6	37
22		
23		
24		
25		

1 P R O C E E D I N G S

2 WHEREUPON, the following proceedings were
3 taken pursuant to the Federal Rules of Civil
4 Procedure.

5 * * * * *

6 THE COURT REPORTER: Will counsel please
7 stipulate that the court reporter is authorized to
8 administer the oath remotely; that no objection to
9 admissibility of the deposition will be made based on
10 validity of the oath; and that Ms. Nollette is who she
11 says she is so that I may swear her in remotely?

12 MR. THERIOT: Counsel for Plaintiff
13 stipulates.

14 MR. CRISALLI: The same for Defendants.

15 MOLLY NOLLETTE,
16 having been first duly sworn to state the whole
17 truth, testified as follows:

18 EXAMINATION

19 BY MR. THERIOT:

20 Q. Good morning, Ms. Nollette. My name is
21 Kevin Theriot. I'm counsel for Cedar Park in the Cedar
22 Park versus Kreidler case.

23 Could you please state your full name for
24 the record?

25 A. My full name is Molly Sevcik Foges

1 Nollette.

2 MR. THERIOT: Do you need a spelling for
3 that, Jana?

4 THE REPORTER: Yes, please.

5 THE DEPONENT: M-O-L-L-Y, S-E-V-C-I-K,
6 F-O-G-E-S, N-O-L-L-E-T-T-E.

7 THE REPORTER: Thank you.

8 Q. (By Mr. Theriot) Have you been deposed
9 before, Ms. Nollette?

10 A. Yes, I have.

11 Q. How many times?

12 A. Three times.

13 Q. Can you tell me what kinds of cases those
14 cases were with those two depositions?

15 A. I was deposed on behalf of a former
16 employer regarding retail sale tips.

17 Q. Okay.

18 A. I was deposed in my current position for
19 a case involving network access requirements for health
20 care services.

21 Q. Do you remember the name of the case
22 involving network access requirements?

23 A. I think it was Seattle Children's
24 Hospital. I don't remember the formal name.

25 Q. Okay. And that case was filed against

1 the Office of -- Office of the Insurance Commissioner?

2 A. Yes.

3 Q. Did you -- other than through a
4 deposition, did you testify in court in either of those
5 cases?

6 A. No.

7 Q. Have you testified in court before?

8 A. Yes.

9 Q. When did you testify in court?

10 A. In the early '90s, I testified in a
11 landlord-tenant case in the state of Louisiana.

12 Q. What was the subject of your testimony in
13 that case, just briefly?

14 A. It was whether the property that was
15 being rented by myself and another person had in fact
16 been abandoned.

17 Q. Okay. Was your testimony in either of
18 those depositions or before that court ever challenged
19 as being incorrect?

20 A. No.

21 Q. Have you ever been charged with anything
22 other than a traffic violation?

23 A. No.

24 Q. And you understand today that, like in
25 your previous depositions, you're under oath and this

1 could be used in a court of law just as if you were
2 testifying live? Do you understand that?

3 A. Yes.

4 Q. Is there anything that would prohibit you
5 from thinking clearly or testifying truthfully today?

6 A. No.

7 Q. Are you on any kind of medication that
8 would limit your ability to recall?

9 A. No.

10 Q. So I'm not going to do anything other
11 than probably remind you of what you remember for your
12 past depositions, except in a video deposition it's a
13 little bit more necessary that we don't talk over each
14 other. So if you would wait until I finish my question
15 to answer, that would be great, and I will do my best
16 to let you finish your answer before I ask a question.

17 Of course, all responses need to be
18 verbal and not a shaking of the head, and try to avoid
19 "uh-huh" and "huh-uh."

20 Of course, we can take a break at any
21 time, as long as a question isn't pending.

22 So we're going to start with what we
23 previously marked as Exhibit 1. And I'm going to put
24 that in the chat so that you can see it, but this is
25 the notice of deposition. Do you see that?

1 A. Yes.

2 Q. So I think if you click on it, I think
3 actually on your computer, you may have to download it
4 in order to see it.

5 A. Yes.

6 Q. Can you take a look at that? And then I
7 have a couple questions for you about it.

8 A. I'm working on downloading it.

9 Q. Okay.

10 A. All right, it is open.

11 Q. Okay. Do you recognize that document?

12 A. Yes.

13 Q. Do you understand that you've been
14 designated by the Defendants to testify on their behalf
15 for some of the topics listed in this deposition
16 notice?

17 A. Yes.

18 Q. And based upon my understanding in
19 speaking with your counsel, you are prepared today to
20 testify as to Topic 1 -- I'll go slow here so you can
21 kind of look at them -- is that correct?

22 A. Yes.

23 Q. Topic 2; is that correct?

24 A. Yes.

25 Q. Topic 3; is that correct?

1 A. Yes.

2 Q. Topic 6; is that correct?

3 A. Yes.

4 Q. Topic 7; is that correct?

5 A. Yes.

6 Q. Topic 8; is that correct?

7 A. Yes.

8 Q. Topic 12; is that correct?

9 A. Yes.

10 Q. Topic 13; is that correct?

11 A. Yes.

12 Q. And Topic 14; is that correct?

13 A. Yes.

14 Q. What did you do to prepare for today's
15 deposition?

16 A. I reviewed the statutes or rules that
17 were listed.

18 Q. Okay. Which statutes and rules did you
19 review?

20 A. I reviewed the conscience clause statute.

21 Q. That's the 065 statute?

22 A. I believe so. I do not memorize statute
23 or RCW numbers very well.

24 Q. Well, good for you. It's better to go by
25 what they actually do.

1 So the conscience clause statute. What
2 **else?**

3 A. The equity fee statute.

4 **Q. Equity fee statute. Okay.**

5 A. I reviewed the definitions in 48.43.005
6 related to items that are not considered health plans.

7 **Q. Okay.**

8 A. I reviewed a rule that was about
9 implementing the equity fee statute.

10 **Q. Okay.**

11 A. I reviewed Senate Bill 6219.

12 **Q. All right. So the rule implementing the**
13 **equity fee statute, was that a Washington**
14 **Administrative Code rule?**

15 A. Yes.

16 **Q. Do you happen to remember the number of**
17 **that rule?**

18 A. No.

19 **Q. Was it 284.43.5020?**

20 A. I do not know.

21 **Q. Okay. We can come back to that. All**
22 **right.**

23 **Any other statutes or rules you reviewed**
24 **in preparation for this deposition?**

25 A. I reviewed a statute about large group

1 rate negotiations.

2 Q. Do you remember what the number of that
3 statute is?

4 A. No. I don't want to make a guess.

5 Q. Okay. Did you speak with anyone else
6 besides your attorney about the subject matter of your
7 deposition today?

8 A. Yes, I did.

9 Q. Was your attorney present when you spoke
10 to them?

11 A. No.

12 Q. How many people did you speak to about
13 the subject of your deposition today?

14 A. Three people.

15 Q. And what are their names?

16 A. Kim Tocco, Lichiou Lee.

17 Q. Could you spell that one?

18 A. L-I-C-H-I-O-U, Lee, L-E-E.

19 Q. And who else?

20 A. Ned Gaines.

21 Q. What was -- and the conversation with Kim
22 Tocco, when did that occur?

23 A. Within the last couple of weeks.

24 Q. What did you say to her and what did she
25 say to you in that conversation?

1 A. We discussed that we were both identified
2 as people who were going to be deposed.

3 Q. All right. Did you talk about any of the
4 topics that you were going to be deposed about today?

5 A. Not in any detail.

6 Q. Which ones did you talk about in general?

7 A. We talked about the general process for
8 filings, and we talked about benefits.

9 Q. The general process for filings, was that
10 regarding filings of health care plans?

11 A. Health care plans and other insurance
12 products.

13 Q. Besides health care plans, what other
14 insurance products did you talk about in the process
15 for filing?

16 A. Standalone dental plans, standalone
17 vision plans. Let's see. Short-term, limited duration
18 plans.

19 Q. And with regard to benefits, what did you
20 speak about regarding your conversation with Kim Tocco
21 on benefits?

22 A. Required benefits.

23 Q. Required benefits for which insurance
24 products?

25 A. For health plans and required benefits

1 for short-term, limited duration plans.

2 **Q. Okay. So what did you say to Kim Tocco**
3 **about required benefits for health plans?**

4 A. I think we just discussed that there are
5 required benefits for health plans that are not
6 required for nonhealth plans. That was the focus of
7 that discussion.

8 **Q. And what did you discuss with -- what did**
9 **you say to Kim Tocco and what did she say to you about**
10 **short-term, limited duration plans?**

11 A. We discussed that short-term, limited
12 duration plans were not health plans, and therefore
13 were not subject to the requirements of health plans.
14 They have a different set of requirements.

15 **Q. What are the requirements that apply to**
16 **short-term, limited duration health plans?**

17 A. I would have to review the specific
18 statute and WAC to go over those requirements.

19 **Q. So there's a statute that applies?**

20 A. I believe it's a statute. It might just
21 be a rule.

22 **Q. And there's a Washington Administrative**
23 **Code rule that may apply also?**

24 A. I believe it is in a rule and not in a
25 statute that defines what's required for a short-term,

1 limited duration health plan, for coverage and
2 administration of the plan.

3 Q. And because that's not a health plan,
4 it's not subject to SB 6219?

5 A. That is correct.

6 Q. Did you just have one conversation with
7 Kim Tocco about the subject matter of your testimony
8 today?

9 A. No, I think it was multiple conversations
10 over weeks.

11 Q. I'm sorry.

12 Have we spoken about the subject matter
13 of all of those conversations that you've had with Kim
14 Tocco?

15 A. Yes.

16 Q. So there's nothing else about the subject
17 matter of this deposition that you discussed with Kim
18 Tocco in the last couple weeks?

19 A. No.

20 Q. All right. Lichiou Lee, when did you
21 speak with her?

22 A. This week.

23 Q. How many times?

24 A. About the subject of the deposition?

25 Q. Yes. I'm sorry. Yes.

1 A. Once.

2 Q. Is Lichiou Lee employed by the Office of
3 the Insurance Commissioner?

4 A. Yes.

5 Q. What is her position?

6 A. Chief actuary.

7 Q. What topics did you discuss with Lichiou
8 Lee this week about the subject matter of your
9 deposition today?

10 A. I asked her if she knew the WAC number
11 for the rule-making that was done to implement the
12 equity fee statute.

13 Q. And did she know that number?

14 A. Not immediately. It took her five
15 minutes to get back to me with it.

16 Q. Did you speak to her about the substance
17 of that WAC?

18 A. No.

19 Q. Okay. Did you speak with her -- other
20 than asking for the number of that WAC, did you talk to
21 her about anything else regarding the subject matter of
22 this deposition?

23 A. No.

24 Q. I'm having a little trouble reading my
25 writing. Ned Gaines, was that the third person?

1 A. Yes.

2 Q. When did you speak with Ned Gaines?

3 A. Yesterday.

4 Q. And that was about the subject matter of
5 this deposition?

6 A. Yes.

7 Q. What topics did you discuss yesterday
8 with Ned Gaines about this deposition?

9 A. I asked Ned for information regarding
10 some of the excepted benefit plans, the nonhealth
11 plans.

12 Q. All right. And how did Ned respond to
13 that request?

14 A. He gave me additional information about
15 the nature of those products, the ones that I asked him
16 about.

17 Q. All right. So we can -- I'm going to ask
18 you about that in some detail later, but there's no
19 sense getting into that just yet.

20 Was there anything else besides the
21 products and the nature of the nonhealth care plans
22 that you discussed with Ned Gaines that relate to this
23 deposition?

24 A. No.

25 Q. And that was the only conversation you

1 had with Ned Gaines about this deposition?

2 A. Yes.

3 Q. Okay. How much time did you spend
4 preparing for today's deposition?

5 A. Over the last couple of weeks, about four
6 hours.

7 Q. Let me make a real quick note here before
8 I forget.

9 What's your position with the OIC?

10 A. I am a deputy insurance commissioner.

11 Q. What are your responsibilities as a
12 deputy insurance commissioner?

13 A. I'm responsible for managing and
14 supervising a division, the division of rates, forms,
15 and provider networks.

16 Q. And can you just give me a brief
17 description of what kinds of subject matters the rates,
18 forms, and provider networks involves?

19 A. The work is the review and approval of
20 all fully insured insurance products that are required
21 to be filed with the Office of the Insurance
22 Commissioner. And for insurance products that include
23 a provider network, the review of the provider network.

24 Q. How do you -- I'm sorry, I interrupted
25 you.

1 A. An insurance product can include a form
2 that is about the benefits and administration of it; a
3 rate, which is about the premium paid; and then the
4 provider network, which is the grouping of health care
5 providers.

6 **Q. Okay. How do you define all fully**
7 **insured insurance products?**

8 A. By looking at Title 48 of the insurance
9 code of Washington State.

10 **Q. Okay. How long have you been a deputy**
11 **insurance commissioner?**

12 A. Since June of 2013.

13 **Q. What was your job before that?**

14 A. I was a Management Analyst 5 with the
15 office.

16 **Q. How long were you a Management Analyst 5**
17 **with the OIC?**

18 A. I started in December of 2010.

19 **Q. And what was your job before December of**
20 **2010?**

21 A. I worked for Starbucks Coffee Company.

22 **Q. What position did you hold at Starbucks**
23 **Coffee Company?**

24 A. When I left the company, I was a senior
25 manager.

1 Q. I heard there are a lot of great perks to
2 that kind of job.

3 A. A lot of coffee.

4 Q. I'm not a coffee drinker, but the people
5 I know who are envy workers who work at Starbucks.

6 What's your education?

7 A. I have a bachelor's degree, and I have a
8 juris doctor.

9 Q. What's your bachelor's degree in?

10 A. English.

11 Q. Are you familiar with the insurance
12 products offered by Providence?

13 MR. CRISALLI: Object to form. You may
14 answer.

15 Q. (By Mr. Theriot) You may answer. He's
16 preserving his objections so he can -- if he has a
17 concern about the question, he can bring that up later
18 with the judge; but unless he instructs you not to
19 answer, generally speaking, you should answer after he
20 objects.

21 A. Providence Health Plans, yes.

22 Q. Okay. Are you familiar with the counties
23 in which Providence Health Plans offers its services?

24 A. I do not have that information at hand.
25 I would look it up, if asked.

1 Q. Okay. Is there any law or regulation
2 that influences whether a carrier offers health plans
3 in certain counties or statewide?

4 MR. CRISALLI: Object to the extent it
5 calls for a legal conclusion and speculation.

6 THE DEPONENT: There are network access
7 requirements for health plans that a carrier must meet
8 to offer a health plan in a county.

9 Q. (By Mr. Theriot) Okay. So by "network
10 requirements," you mean they have to have a certain
11 number of providers that can serve the clientele in
12 that county in order to be able to offer the plan?

13 MR. CRISALLI: The same objection.

14 THE DEPONENT: Yes.

15 Q. (By Mr. Theriot) Do you know whether
16 Providence offers a plan that does not cover all forms
17 of birth control?

18 A. Yes, Providence Health Plans offers --
19 well -- birth control. I think it covers all forms of
20 birth control.

21 Q. Okay. But it also offers a plan that
22 does not cover abortion?

23 A. Yes.

24 Q. Okay. I am going to put -- I'm going to
25 put a document that we're going to call Exhibit 8 in

1 the chat that I'd like to discuss with you.

2 (Exhibit 8 was remotely introduced and
3 provided electronically to the reporter.)

4 Q. (By Mr. Theriot) Let me make sure I've
5 got it right before I do that.

6 I've placed in the chat, which I've
7 marked as Exhibit 8, Jana. We're going to continue our
8 numbering from yesterday.

9 If you would, take a moment to open that
10 up, Ms. Nollette, and familiarize yourself with that,
11 and then I have some questions about that when you're
12 ready.

13 A. Okay. I have general familiarity with
14 it, yeah.

15 Q. All right. What is this document?

16 A. This is a document that was drafted by a
17 former OIC employee on how to review health care forms,
18 which are the documents that include the benefits, if a
19 carrier had a religious objection to providing
20 contraceptive or abortion benefits in a health plan.

21 Q. So Ms. Philhower is no longer with OIC?

22 A. That's correct.

23 Q. What were her job responsibilities when
24 she was there?

25 A. She was the manager of the health forms

1 compliance unit.

2 Q. Did she report to you?

3 A. She did.

4 Q. Did you ask her to prepare this
5 memorandum?

6 A. I did.

7 Q. What prompted you to ask her to prepare
8 this memorandum?

9 A. Providence Health Plans was indicating
10 they were going to come into the market, and we wanted
11 to be prepared to review a health plan, if they
12 submitted one.

13 Q. I'm not going to rush you here. I would
14 like you to take the time to read it. I know it's
15 extensive. And my question is going to be: Is there
16 anything in this memorandum that you either disagree
17 with or is not accurate? And I want you to take your
18 time. I'm not rushing you at all.

19 A. Okay.

20 MR. CRISALLI: When she's done reading,
21 would you mind repeating the question for the record?

22 MR. THERIOT: Oh, sure. I may get Jana
23 to do it. I don't know if I can do it.

24 THE DEPONENT: Okay.

25 MR. THERIOT: Okay, Jana, could you

1 repeat that question for me?

2 (Whereupon, the record was read back by
3 the court reporter.)

4 MR. CRISALLI: Object. Vague as to time,
5 also to the extent it calls for a legal conclusion.

6 THE DEPONENT: I think the memo is
7 accurate as of the time it was written.

8 Q. (By Mr. Theriot) Since the time it was
9 written, has anything changed so that there are
10 portions that are not accurate?

11 MR. CRISALLI: Objection. Vague.

12 THE DEPONENT: I'm looking for one
13 sentence that says that no carrier has asked for it,
14 which was true at the time when the memo was written,
15 but it's no longer true because Providence asked to not
16 cover abortion. I'm looking for that sentence.

17 Q. (By Mr. Theriot) Let me see if I can help
18 you find it.

19 A. On page 4, the third paragraph, the last
20 sentence, we have not seen this situation.

21 Q. Okay. So you have not seen this
22 situation where the carrier asserting a religious
23 objection to providing contraceptive benefits is barred
24 from selling plans without contraceptive benefits?

25 At that time, you had not seen one of

1 **those, but you have since?**

2 MR. CRISALLI: Objection. Vague and
3 compound.

4 THE DEPONENT: Could I ask you to
5 rephrase the question?

6 Q. (By Mr. Theriot) Sure. Sure. "We have
7 not yet seen this situation," what situation is that
8 referring to?

9 A. A situation where a plan was filed
10 without contraceptive benefits, where the health forms
11 analyst then sent an objection to the carrier asking
12 how they would ensure employees in the plan had
13 received the required notice and unimpaired access to
14 contraceptive services -- well, that's just
15 contraceptive services. So we haven't seen that yet.
16 Contraceptive services, we haven't.

17 Q. So I just wanted to be clear about that.
18 And it sounds like to me that you may have been
19 mistaken because you have received a plan that's asking
20 for an exception to abortion services since this?

21 A. Yes.

22 Q. And you may have actually received one at
23 this time, or at least you heard there was one coming,
24 right?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: I'm sorry, I didn't
2 realize that was a question.

3 Q. (By Mr. Theriot) Well, I should have
4 ended it more with a question tone of voice.

5 At the time this memo was written, had
6 you received a request from a religious carrier to not
7 include abortion?

8 A. I don't know if we had received a request
9 from it. A carrier had contacted us, as carriers do,
10 to say that they were going to enter the market.

11 Q. And that carrier was Providence?

12 A. Providence Health Plans.

13 Q. All right. And as I understand it,
14 that's the only concern that you had with this memo;
15 and actually that concern turned out not to be
16 accurate, correct?

17 MR. CRISALLI: Object to form. Misstates
18 the testimony.

19 THE DEPONENT: I don't remember the exact
20 year, but Providence Health Plan did enter the market.

21 Q. (By Mr. Theriot) Okay.

22 A. And did not include abortion coverage in
23 their health plans.

24 Q. Okay. Besides that sentence that we just
25 spoke about on page 4 that says, "We have not yet seen

1 this situation," is there anything else that is no
2 longer accurate about this memo that is marked as
3 Exhibit 8?

4 MR. CRISALLI: Object to the extent it
5 calls for a legal conclusion.

6 THE DEPONENT: Not that I'm aware of.

7 Q. (By Mr. Theriot) Okay. On page 2 of the
8 memorandum, you refer to -- I'm sorry -- the memo
9 refers to three options. Do you see that?
10 Options 1, 2, and 3.

11 "She concludes that OIC has three
12 options."

13 A. I see that section.

14 Q. Do these options, or did these options
15 apply to contraception?

16 A. I'd have to look at the greater context
17 of the section to answer that.

18 Q. So let me -- I'll give you time to do
19 that, but let me just say, my question is going to be:
20 Do these three options apply to contraception or to an
21 exception for abortion or to both?

22 A. These sections apply to coverage of
23 abortion services.

24 Q. Okay. Did the Office of the Insurance
25 Commissioner choose one of these options after this

1 memorandum was written?

2 MR. CRISALLI: Object to form.

3 THE DEPONENT: I would want to look at
4 RCW 48.43.065 before answering that question to confirm
5 it.

6 Q. (By Mr. Theriot) Okay. Let me put that
7 into the chat so you can take a look at it.

8 A. Thank you.

9 Q. Sorry I'm so slow.

10 Okay. Can you see what's been previously
11 marked Exhibit 4, 48.43.065, Ms. Nollette?

12 A. Yes.

13 Q. Okay.

14 A. Could you repeat the original question
15 again?

16 Q. Yes. Of those three options listed in
17 Exhibit 8, did the Office of the Insurance Commissioner
18 choose one of those options to implement?

19 A. Yes.

20 Q. Which option did it choose?

21 A. Number 3.

22 Q. Is there anything in writing that
23 indicates that you chose Option Number 3 and that is
24 how you are reviewing health care plans?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: The form filing review
2 process.

3 Q. (By Mr. Theriot) Okay. I'm sorry, I
4 interrupted you.

5 A. The record of the form filing review.

6 Q. Can you explain to me what that is?

7 A. The Office of the Insurance Commissioner
8 uses an electronic web-based platform called the System
9 for Electronic Rate and Form Filing. Carriers submit
10 their insurance products electronically on it.

11 For a form filing, the forms team, the
12 assigned analyst would review the filing. If they had
13 questions about it or found things that needed to be
14 addressed, they would, within that record, submit what
15 we call an objection. That objection becomes part of
16 the formal record within SERFF. The company then
17 responds.

18 And that is how the final, if approved,
19 product is created, including the record of all
20 objections and responses, objections from the OIC and
21 responses from the carrier. And that is the record of
22 the implementation and approval or disapproval of a
23 filing.

24 Q. Does the public have access to that
25 software or program that you just were speaking about?

1 MR. CRISALLI: Objection. Asked and
2 answered. Another witness covered this.

3 THE DEPONENT: The record is a public
4 document and is available on the OIC's website.

5 Q. (By Mr. Theriot) Okay. On page 2 of
6 Exhibit 8, I have a question about the Weldon
7 Amendment.

8 I believe at the top of the -- it's an
9 incomplete paragraph, but it begins with "One of the
10 new laws, RCW 48.43.073, recognizes the applicability
11 of the Weldon Amendment by exempting carriers from the
12 abortion coverage mandate to the extent necessary to
13 comply with federal law."

14 How is the determination made of whether
15 the Weldon amendment would exempt a particular
16 carrier's plan.

17 MR. CRISALLI: Objection to the extent it
18 calls for a legal conclusion, and vague.

19 THE DEPONENT: If the office were
20 concerned about a possible Weldon Amendment issue, we
21 would contact our attorney.

22 Q. (By Mr. Theriot) So there's not an
23 internal process within the office where you make that
24 assessment?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: No.

2 Q. (By Mr. Theriot) Does the carrier request
3 an exemption pursuant to the Weldon Amendment, or is
4 that automatically assessed by the OIC?

5 MR. CRISALLI: Object to form.
6 Speculation.

7 THE DEPONENT: I don't know.

8 Q. (By Mr. Theriot) So forgive me if I
9 already asked this question. Is there a process other
10 than referring it to counsel that is used by the OIC
11 when assessing whether there's a Weldon Amendment
12 concern?

13 MR. CRISALLI: Object to form.
14 Speculation.

15 THE DEPONENT: I have not had a situation
16 like that.

17 Q. (By Mr. Theriot) Okay. So if you did,
18 though, that would be assessed on a case-by-case basis?

19 MR. CRISALLI: Object to form.
20 Speculation.

21 THE DEPONENT: At this time, yes.

22 Q. (By Mr. Theriot) On page 5 of Exhibit 8,
23 in the first full paragraph, under the heading "Refusal
24 to Cover Abortion," the last sentence says, "Plans are
25 not required to cover abortions that would be unlawful

1 under RCW 9.02.120, multistate plans under 42 U.S.C
2 Section 18054(a)(6) are exempt."

3 What is a multistate plan?

4 A. Under the ACA, a federal agency -- I
5 can't remember which one right now -- was directed to
6 create a multistate plan program. As part of that
7 program, which no longer exists, a carrier
8 participating in it was required to have one health
9 plan that did not cover abortion.

10 Q. So there's no longer a program involving
11 multistate plans?

12 A. The multistate plan program does not
13 exist anymore.

14 Q. Is there still a federal requirement that
15 there be a plan that does not cover abortion?

16 MR. CRISALLI: Object to form. Beyond
17 the scope.

18 You have not identified any federal laws
19 for purposes of discussion in the 30(b)(6) notice.

20 THE DEPONENT: Could you repeat --

21 Q. (By Mr. Theriot) Are you aware of any
22 other laws besides the one referenced there on page 5
23 that we're speaking about that would require that there
24 be a plan available in a state that does not include
25 abortion?

1 MR. CRISALLI: The same objections.

2 THE DEPONENT: No.

3 Q. (By Mr. Theriot) And the next sentence
4 there on page 5 of Exhibit 8 says -- I'm sorry, the
5 next phrase there at the end of the first paragraph
6 under "Refusal to Cover Abortion," it says, "and plans
7 are exempt if the application of this section to a
8 health plan results in noncompliance with federal
9 requirements that are a prescribed condition to the
10 allocation of federal funds."

11 Is that referring to the Weldon
12 Amendment?

13 MR. CRISALLI: Object to form.
14 Speculation as well as beyond the scope.

15 THE DEPONENT: I'm not sure.

16 Q. (By Mr. Theriot) Could it be referring to
17 the Weldon Amendment?

18 MR. CRISALLI: The same objection.

19 THE DEPONENT: Yes.

20 Q. (By Mr. Theriot) I believe, at the bottom
21 of that page, in footnote 8 of Exhibit 8 on page 5, it
22 says, "Washington currently has no multistate plan
23 filings."

24 Do you know if Washington ever had any
25 multistate plan filings.

1 MR. CRISALLI: Objection. Beyond the
2 scope.

3 THE DEPONENT: Yes.

4 Q. (By Mr. Theriot) And did they?

5 A. Yes.

6 Q. How many?

7 MR. CRISALLI: Object to form. Beyond
8 the scope.

9 THE DEPONENT: One carrier participated
10 in the multistate plan program.

11 Q. (By Mr. Theriot) When was that
12 discontinued? Do you know the answer to that?

13 MR. CRISALLI: The same objection.

14 THE DEPONENT: I think it wound up in the
15 2016, 2017 range.

16 Q. (By Mr. Theriot) Okay. Once again, on
17 page 5 of Exhibit 8, the last full paragraph there
18 says, "The phrase 'substantially equivalent' is not
19 defined in RCW 48.43.073."

20 Was a rule adopted that eventually
21 defined "substantially equivalent"?

22 A. I don't recall.

23 MR. CRISALLI: Objection to the extent it
24 calls for a legal conclusion.

25 Q. (By Mr. Theriot) Is there a rule -- are

1 you aware of a rule in existence now that defines
2 "substantially equivalent"?

3 A. I simply cannot remember right now.

4 Q. Okay. So there play be?

5 A. I would need to review the WAC on point
6 to look for that.

7 Q. On page 7 of Exhibit 8, in footnote 10,
8 there's a reference to a memo, a companion memo to this
9 one, meaning Exhibit 8.

10 Do you know if that companion memo was
11 produced as a part of the documents produced by
12 counsel?

13 MR. CRISALLI: Object to form.

14 THE DEPONENT: I do not.

15 MR. THERIOT: And let me just say,
16 Counsel, for the record, I haven't seen that form in
17 the production. If it wasn't produced, I'm going to
18 specifically ask for it, but with the caveat that I
19 understand you've produced a lot of documents and I may
20 have missed it. So I just want to reserve that as a
21 request, if, when I go back and look for it again, I'm
22 not able to find it.

23 MR. CRISALLI: Okay.

24 Q. (By Mr. Theriot) All right. On page 8 of
25 Exhibit 8, the last full paragraph before Option 3 says

1 that "Marta mentioned the possibility that OIC might
2 create its own materials informing consumers about
3 abortion resources available to them."

4 Did the OIC ever create its own materials
5 and inform consumers about abortion resources available
6 to them?

7 MR. CRISALLI: Object to form.

8 THE DEPONENT: Not as part of a form
9 filing.

10 Q. (By Mr. Theriot) What do you mean by "not
11 as part of a form filing"?

12 A. The OIC did not create any materials as
13 described for a carrier to include in a form filing.

14 Q. Okay. Did you create any materials that
15 could be accessed by consumers regarding abortion
16 resources available to them?

17 A. Outside of my division, I do not know.

18 Q. And as I understand your testimony, your
19 division did not create those materials?

20 A. No.

21 Q. That was a poor question. Let me
22 rephrase it.

23 Did your division create those materials?

24 A. No.

25 Q. On page 8 of Exhibit 8, there's a

1 reference in the middle to WAC 284.43-5020. Do you see
2 that?

3 A. Yes.

4 Q. In subsection (1), it states, "Enrollee
5 access to all basic health plan services is not
6 impaired in any way."

7 What does "not impaired in any way" mean?

8 A. It means that there are no barriers to
9 access those services for an enrollee.

10 Q. Are there any factors that you consider
11 when assessing whether there are any barriers to
12 accessing those services?

13 A. If a plan refused to cover a service,
14 that would be a barrier.

15 Q. Are you aware of any other barriers that
16 you've seen in plans that could be -- could satisfy or
17 could be an impairment to health plan services?

18 A. Not having a single provider available to
19 provide the service.

20 Q. Any others that would be a barrier, as
21 that term is used, in which it would be an impairment
22 to health plan services?

23 A. I would want to look at WAC 284-43-5020
24 (3) for more information.

25 Q. I can make that happen.

1 Okay. I have put Exhibit 6, Washington
2 Administrative Code 284.43.5020, in the chat. Do you
3 see that?

4 A. I do. Thank you.

5 Q. Okay. So other than the ones we've
6 already discussed, are you aware of any other barriers
7 that would be an impairment to basic health plan
8 services as that is described in 284.43.5020?

9 A. Not covering it, not listing that it was
10 not covered, not having a provider available to deliver
11 the service.

12 Q. Okay. Who makes the assessment as to
13 whether something -- as to whether a plan does not
14 impair health plan services in any way?

15 MR. CRISALLI: Object to form.

16 THE DEPONENT: That is made by the staff
17 in my division who review health plans.

18 Q. (By Mr. Theriot) Okay. And other than
19 the WAC, is there anything else that would guide them
20 in making that determination?

21 MR. CRISALLI: Object to form.

22 MR. THERIOT: Yes, that's a good
23 objection.

24 Q. (By Mr. Theriot) Other than WAC
25 284.43.5020, is there anything else that would guide

1 **them in making that determination?**

2 MR. CRISALLI: Object to form. Also
3 asked and answered. We've had a witness testify to
4 this whole process.

5 THE DEPONENT: They would look to other
6 statutes and WACs as to all of the services required.

7 **Q. (By Mr. Theriot) Okay. What other**
8 **statutes and WACs are you referring to?**

9 MR. CRISALLI: Form. Calls for
10 speculation and a legal conclusion. Sorry.

11 THE DEPONENT: The essential health
12 benefits, for instance.

13 **Q. (By Mr. Theriot) And those are found in**
14 **statute or in the administrative code?**

15 A. Administrative code.

16 **Q. I'm at a decent stopping point. Do you**
17 **want to take a break now or push through to lunch?**

18 A. A break would be nice.

19 **Q. Okay. How long do you need,**
20 **Ms. Nollette?**

21 A. Five minutes.

22 **Q. Five minutes. We'll go off the record**
23 **and come back -- we'll make it at 11:20 Pacific time.**

24 A. Thank you.

25 ///

1 (A recess was taken 11:14 a.m. to 11:23
2 a.m. PST.)

3 Q. (By Mr. Theriot) Ms. Nollette, you
4 understand you're still under oath?

5 A. Yes.

6 Q. I've placed in the chat Exhibit 2,
7 48.43.005. Would you please open that up and review
8 it?

9 A. Okay. I'm familiar with this WAC.

10 Q. Okay.

11 MR. CRISALLI: Did you say WAC?

12 MR. THERIOT: Did I say WAC? That's not
13 what I meant.

14 THE DEPONENT: I'm familiar with this
15 statute.

16 Q. (By Mr. Theriot) Great. I wasn't even
17 paying attention. Okay.

18 I believe that you testified earlier that
19 you're responsible -- as deputy insurance commissioner,
20 you manage rates, forms, and provider networks for all
21 fully insured insurance products. And I believe that
22 you said that fully insured insurance product is
23 defined in 48, in Article 48. Is it defined in the
24 statute that's marked as Exhibit 2?

25 A. I don't think so.

1 Q. Okay. So it would be defined in a
2 different statute?

3 A. Title 48, in its entirety, defines what
4 the fully insured market is.

5 Q. Okay. I see.

6 So the definitions in Exhibit 2 that say,
7 for instance, "board," and there's a definition of the
8 board, there's no -- excuse me -- there's no definition
9 of "fully insured insurance product" in a succinct way?

10 A. No.

11 Q. All right. Thank you for clarifying
12 that. I was a little confused.

13 Do you agree that "health plan," as
14 defined in Exhibit 2, is the meaning of health plan as
15 that's used in SB 6219?

16 MR. CRISALLI: Object. Calls for a legal
17 conclusion.

18 THE DEPONENT: Yes.

19 Q. (By Mr. Theriot) And if you look at
20 subsection (31) of Exhibit 2, the 005 statute -- I'll
21 give you a second to scroll down to that.

22 A. Okay.

23 Q. It says that a "'health plan' or 'health
24 benefit plan' means any policy, contract, or agreement
25 offered by a health carrier to provide, arrange,

1 reimburse, or pay for health care services except the
2 following." And it lists several types of insurance
3 after that as part of sub subparagraphs.

4 Is there any overarching reason these
5 types of plans are not included in the definition of
6 "health plan" or "health benefit plan"?

7 MR. CRISALLI: Objection. Calls for
8 speculation and legal conclusion.

9 THE DEPONENT: So the products listed
10 under 31, some of which are not insurance, are listed
11 there to clarify that they are not subject to the
12 requirements of a health plan as described throughout
13 Title 48.

14 Q. (By Mr. Theriot) Okay. Are they related
15 in any way other than they're not considered part of
16 the definition for a health plan?

17 MR. CRISALLI: The same objection.

18 THE DEPONENT: Not really.

19 Q. (By Mr. Theriot) Okay. Could some of
20 these plans cover health care services?

21 MR. CRISALLI: Object. Calls for
22 speculation and a legal conclusion. I think, also, I'm
23 a little concerned with the term "could" because I
24 think that's an improper question with respect to
25 requiring such a legal analysis. I think the better

1 question is: Do any of them?

2 MR. THERIOT: Well, I think there's
3 nothing wrong with the question. I'm glad to ask both,
4 but we can start with "do they?" And I can rephrase my
5 question to that, but I think I'm also entitled to the
6 answer of "could they?" And I can rephrase that
7 question, maybe make it a little easier.

8 Q. (By Mr. Theriot) Do some of these plans
9 listed in 31 that are not considered part of the
10 definition for "health plan" or "health benefit plan"
11 cover some health care services?

12 MR. CRISALLI: The same objection.
13 Also -- excuse me -- I note for the record that some of
14 these are outside the regulatory authority of the
15 Defendants in this matter.

16 THE DEPONENT: Yes.

17 MR. THERIOT: Okay. So let's start
18 with -- well, first I'd like to object to the testimony
19 of counsel, first of all. Secondly, let's start with
20 the plans that are within the set of those plans that
21 are regulated by the Office of the Insurance
22 Commissioner.

23 Q. (By Mr. Theriot) Which of the plans
24 listed in 31 are regulated by the Office of the
25 Insurance Commissioner.

1 MR. CRISALLI: Objection. Asked and
2 answered.

3 THE DEPONENT: "(a) Long-term care
4 insurance governed by chapter 48.84 or 48.83 RCW;

5 "(b) Medicare supplemental health
6 insurance governed by chapter 48.66 RCW;

7 "Coverage supplemental to the
8 coverage" -- "(c) Coverage supplemental to the coverage
9 under chapter 55, Title 10, United States Code;

10 "(d) Limited health care services offered
11 by limited health care service contractors in
12 accordance with RCW 48.44.035.

13 "(e) Disability income.

14 "(f) Coverage incidental to a
15 property/casualty liability insurance policy such as
16 automobile personal injury protection coverage and
17 homeowner guest medical;

18 "(h) Accident only coverage.

19 "(i) Specified disease or
20 illness-triggered fixed payment insurance, hospital
21 confinement fixed payment insurance, or other fixed
22 payment insurance offered as an independent,
23 noncoordinated benefit;

24 "(k) Dental only and vision only
25 coverage.

1 "(l) Plans deemed by the insurance
2 commissioner to have a short-term limited purpose or
3 duration, or to be a student-only plan that is
4 guaranteed renewable while the covered person is
5 enrolled as a regular full-time undergraduate or
6 graduate student at an accredited higher education
7 institution, after a written request for such
8 classification by the carrier and subsequent written
9 approval by the insurance commissioner.

10 "(m) Civilian health and medical program
11 for the veterans affairs administration (CHAMPVA; and

12 "(n) Stand-alone prescription drug
13 coverage that exclusively supplements Medicare part D
14 coverage provided through an employer group waiver plan
15 under Federal Social Security Act regulation 42 C.F.R.
16 Section 423.458(c)."

17 Q. (By Mr. Theriot) Okay. Thank you.

18 So unless my calculations are wrong, the
19 two that -- there are only two that aren't regulated by
20 the OIC, and those are (g), "workers' compensation
21 coverage"; and (j), "employer-sponsored self-funded
22 health plans"; is that correct?

23 A. Yes.

24 Q. Thank you.

25 Okay. So let's start with (31)(a),

1 "Long-term care insurance governed by chapter 48.84 or
2 48.83 RCW."

3 Could or do -- so let's start with do --
4 do those plans pay for health care services?

5 MR. CRISALLI: Object to form.

6 THE DEPONENT: No.

7 Q. (By Mr. Theriot) What do they pay for?

8 MR. CRISALLI: Objection. Beyond the
9 scope.

10 THE DEPONENT: Long-term care insurance
11 policies pay out amounts based upon the terms of the
12 contract when the older can no longer do certain
13 activities of daily living. So the money is based upon
14 the terms of the contract. It could be a fixed amount,
15 a daily amount, something like that.

16 Q. (By Mr. Theriot) So as I understand your
17 testimony, they don't reimburse specific health care
18 services?

19 A. They do not.

20 Q. But those moneys could be used to pay for
21 health care services?

22 A. In some policies, yes. In some policies,
23 the money can be used for anything.

24 Q. Okay. Let's move to subsection (b),
25 "Medicare supplemental health care insurance governed

1 by chapter 48.66." Do these plans or could these --
2 no, I'm sorry -- do these plans cover health care
3 services?

4 MR. CRISALLI: Object to form. Beyond
5 the scope.

6 THE DEPONENT: So these are supplemental
7 plans. The base plan is Medicare. That's where the
8 benefits are. So these are plans that supplement the
9 coverage, but they do not add benefits.

10 Q. (By Mr. Theriot) So they do not add
11 benefits?

12 A. No.

13 Q. But they could be used to pay for health
14 care services to supplement, as a supplement to what
15 Medicare covers, correct?

16 MR. CRISALLI: Object to form. Beyond
17 the scope.

18 THE DEPONENT: Yes.

19 Q. (By Mr. Theriot) Do those supplemental
20 health insurance plans cover contraception?

21 MR. CRISALLI: Object to form. Beyond
22 the scope.

23 THE DEPONENT: As a supplemental plan,
24 they cover whatever is in the base plan of Medicare.

25 Q. (By Mr. Theriot) So if the base plan of

1 Medicare covers contraception, then it would cover
2 contraception?

3 MR. CRISALLI: Object to form. Beyond
4 the scope. Calls for a legal conclusion.

5 THE DEPONENT: Yes.

6 Q. (By Mr. Theriot) If the Medicare base
7 plan covers maternity, then the supplemental health
8 insurance plan could cover maternity, correct?

9 MR. CRISALLI: Object to form. Beyond
10 the scope.

11 THE DEPONENT: Yes.

12 Q. (By Mr. Theriot) Let's move to 31(c),
13 "Coverage supplemental to the coverage provided under
14 chapter 55, Title 10, United States Code." What kind
15 of health care services does this supplemental coverage
16 cover?

17 MR. CRISALLI: Object to form. Beyond
18 the scope.

19 THE DEPONENT: Chapter 55, Title 10, USC,
20 refers to TRICARE, which is coverage related to the VA.
21 So this is another supplemental coverage option. So
22 the coverage would be supplemental to the base product
23 that we don't regulate.

24 Q. (By Mr. Theriot) Okay. So it would be
25 supplemental to -- it would provide coverage for health

1 **services -- strike that.**

2 **So the supplemental coverage would**
3 **provide health services for -- man, I'm having trouble**
4 **articulating that. Let me strike that too.**

5 **The supplemental plan would cover any**
6 **health services that the TRICARE government plan**
7 **covers?**

8 MR. CRISALLI: Objection. Outside the
9 scope. Calls for a legal conclusion.

10 THE DEPONENT: As a supplemental plan, it
11 does not expand that coverage. It provides additional
12 financial insurance for those existing benefits.

13 **Q. (By Mr. Theriot) Okay. And so could the**
14 **existing -- or do the existing TRICARE benefits include**
15 **contraception?**

16 MR. CRISALLI: Objection. Beyond the
17 scope.

18 THE DEPONENT: I do not know.

19 **Q. (By Mr. Theriot) Do the existing TRICARE**
20 **benefits cover maternity?**

21 MR. CRISALLI: Objection. Beyond the
22 scope.

23 THE DEPONENT: I do not know.

24 **Q. (By Mr. Theriot) Let's move to subsection**
25 **(d), "Limited health care services offered by limited**

1 health care service contractors in accordance with RCW
2 48.44.035."

3 Which types of health care services is
4 subsection (d) referring to?

5 MR. CRISALLI: Objection. Calls for a
6 legal conclusion.

7 Q. (By Mr. Theriot) That's a bad question.
8 Let me rephrase it.

9 What types of health care services does
10 the plan in subsection 31(d) cover?

11 MR. CRISALLI: Objection. Calls for a
12 legal conclusion and speculation, beyond the scope.

13 THE DEPONENT: A dental-only plan, a
14 vision-only plan.

15 MR. THERIOT: I am going to put -- I'm
16 going to put Statute 48.44.035 in the chat as
17 Exhibit 9.

18 (Exhibit 9 was remotely introduced and
19 provided electronically to the reporter.)

20 Q. (By Mr. Theriot) Do you see that,
21 Ms. Nollette?

22 A. Yes.

23 Q. Would you open that up and just briefly
24 familiarize yourself with it?

25 A. Okay.

1 Q. In the first paragraph, subsection (1),
2 it says, towards the end of that paragraph, "but does
3 not include hospital, medical, surgical, emergency, or
4 out-of-area services except as those services are
5 provided incidentally to the limited health services
6 set forth in this subsection."

7 What does "services are provided
8 incidentally to the limited health services" include?

9 MR. CRISALLI: Objection. Beyond the
10 scope. Calls for a legal conclusion.

11 THE DEPONENT: For a dental-only plan?

12 Q. (BY Mr. Theriot) Yes.

13 A. I'm using that as an example.

14 Q. Yes. I'm sorry, I interrupted you.

15 A. An incidental service as described in the
16 section you were reading could be a prescription for an
17 antibiotic at an out-of-network pharmacy.

18 Q. Okay. For a pharmaceutical service, what
19 does "incidentally to the limited health services set
20 forth" mean?

21 MR. CRISALLI: Objection. Beyond the
22 scope, calls for a legal conclusion, and misstates the
23 testimony.

24 THE DEPONENT: I am not familiar with a
25 limited health care service pharmaceutical services

1 plan having ever been requested or offered.

2 Q. (By Mr. Theriot) Are you familiar with
3 any of the other plans listed in subsection (1) besides
4 dental care?

5 A. Vision care.

6 Q. Vision care. Okay. Any others besides
7 vision care?

8 A. No.

9 Q. Is there any individual that would be
10 familiar with pharmaceutical services and what plans
11 are incidental to those --

12 MR. CRISALLI: Objection. Misstates --

13 Q. (By Mr. Theriot) I'm sorry.

14 Are there pharmaceutical services in
15 which services are provided incidental to those?

16 MR. CRISALLI: Hold on. Objection.
17 Beyond the scope. Thank you. Speculation. Calls for
18 a legal conclusion.

19 She testified it doesn't exist.

20 MR. THERIOT: I object to your
21 characterization of her testimony. That's not what she
22 said. She said she's never seen one.

23 THE DEPONENT: There is not currently or
24 within the entire time that I have been deputy
25 commissioner a pharmaceutical services limited health

1 care service plan.

2 Q. (By Mr. Theriot) Okay. So you don't know
3 what incidentally -- what "services are provided
4 incidentally to those limited health services" might
5 be?

6 A. That is --

7 MR. CRISALLI: Objection. Speculation.
8 Calls for a legal conclusion. Beyond the scope.

9 Q. (By Mr. Theriot) Can you repeat your
10 answer, please?

11 A. That is correct.

12 Q. All right. Let's move to subsection
13 (31)(e) of Exhibit 2, "Disability Income."

14 What health care services does a
15 disability income plan -- well, strike that.

16 Do disability income plans cover any
17 health care services?

18 MR. CRISALLI: Objection. Calls for
19 speculation. Legal conclusion. Misstates the law.

20 THE DEPONENT: Disability income
21 insurance products do not cover health care services.

22 Q. (By Mr. Theriot) Okay.

23 A. They are income replacement products.

24 Q. Subsection (f) -- and I think I can get
25 through this before we break for lunch. Is that okay

1 with everybody? It will probably take me 10 to 15
2 minutes, if I don't lose my place.

3 Subsection (f) of Exhibit 2, subsection
4 (31)(f) of Exhibit 2 says, "Coverage incidental to a
5 property/casualty liability insurance policy such as
6 automobile personal injury protection coverage and
7 homeowner guest medical."

8 Do the plans referenced in subsection
9 (31)(f) cover health care services?

10 MR. CRISALLI: Objection. Beyond the
11 scope. Calls for a legal conclusion. Speculation.

12 THE DEPONENT: The plans cover costs
13 associated with health care services, but not the
14 health care services themselves.

15 Q. (By Mr. Theriot) Can you give me an
16 example of that?

17 MR. CRISALLI: Objection. Calls for
18 speculation and a legal conclusion. Also beyond the
19 scope.

20 THE DEPONENT: If I'm in a car accident
21 and my leg is broken, my personal injury protection
22 coverage will allow me to submit a claim for
23 reimbursement for costs incurred in treating the leg.

24 Q. (By Mr. Theriot) And those costs are
25 limited to health care services that are needed as a

1 **result of the accident?**

2 MR. CRISALLI: The same objection. Also
3 vague.

4 THE DEPONENT: It would depend on the
5 specific terms of the personal injury protection
6 language in the personal passenger auto policy. For
7 instance, it could include time lost at work.

8 Q. (By Mr. Theriot) Could it include
9 reimbursement for medical services resulting from the
10 birth of a child?

11 MR. CRISALLI: Objection. The same
12 objection as before. I fail to see the relevance of
13 how an auto insurance policy relates to this case.

14 THE DEPONENT: If an auto accident was
15 somehow determined to be the cause of the birth of the
16 child, I suppose those costs could be submitted for
17 reimbursement under the terms of the personal injury
18 protection language.

19 Q. (By Mr. Theriot) Thank you. Subsection
20 (g) -- wait, that's the one that you don't regulate,
21 right?

22 A. That is correct.

23 Q. All right. So we're going to skip
24 subsection (g) and go to "accident only coverage,"
25 subsection H of Exhibit 2, so subsection 31(h).

1 Do the policies or the types of policies
2 referenced in 31(h) cover health care services?

3 A. No.

4 MR. CRISALLI: Objection. Calls for a
5 legal conclusion. Speculation. Beyond the scope.

6 Q. (By Mr. Theriot) What do the policies
7 referenced in subsection 31(h) cover?

8 MR. CRISALLI: The same objection.

9 THE DEPONENT: Costs of accidents.

10 Let me go back to my prior answer. An
11 accident-only coverage policy could allow somebody to
12 ask to be reimbursed for health care costs due to an
13 accident.

14 Q. (By Mr. Theriot) Okay. Could those
15 health care services covered by accident-only coverage
16 cover the birth of a child if the birth of a child is
17 the result of the accident?

18 MR. CRISALLI: The same objection.

19 THE DEPONENT: I would have to look at
20 the specific language of the insurance policy to answer
21 that accurately.

22 Q. (By Mr. Theriot) So it would depend upon
23 the insurance policy?

24 MR. CRISALLI: The same objection.

25 THE DEPONENT: I would have to understand

1 better how the accident -- there was causation, that
2 the accident caused it.

3 Q. (By Mr. Theriot) Let's move to subsection
4 (i), (31)(i) of Exhibit 2, "Specified disease and
5 illness-triggered fixed payment insurance, hospital
6 confinement fixed payment insurance, or other fixed
7 payment insurance offered as an independent,
8 noncoordinated benefit."

9 Could the -- or do the policies
10 referenced in (31)(i) cover health care services?

11 MR. CRISALLI: The same objection as
12 before.

13 THE DEPONENT: No.

14 Q. (By Mr. Theriot) What do the plans in
15 subsection (31)(i) cover?

16 MR. CRISALLI: The same objections.

17 THE DEPONENT: Any fixed payment upon
18 something happening, a specific disease, a specific
19 illness, being hospitalized for any reason.

20 Q. (By Mr. Theriot) Okay. So I understand,
21 there's not a reimbursement of medical expenses; it's
22 just that if you're hospitalized for a particular
23 reason, you get a certain chunk of money? It goes
24 directly to you?

25 MR. CRISALLI: Objection. Compound,

1 speculation, and legal conclusion.

2 THE DEPONENT: It's not hospitalized for
3 a reason. It's hospitalized.

4 Q. (By Mr. Theriot) Okay. So can you give
5 me an example of how that would work in a particular
6 situation?

7 MR. CRISALLI: The same objection.
8 Speculation.

9 THE DEPONENT: Generically?

10 Q. (By Mr. Theriot) Yes.

11 A. The requirement of the policy could be
12 that you are admitted to the hospital and you're in the
13 hospital for 48 hours. At 48 hours, you get \$1,000.

14 Q. That helps. Thank you.

15 Let's move to subsection (1), (31)(1) of
16 Exhibit 2, "Plans deemed by the insurance commissioner
17 to have a short-term limited purpose or duration, or to
18 be a student-only plan that is guaranteed renewable
19 while the covered person is enrolled as a regular
20 full-time undergraduate or graduate student at an
21 accredited higher education institution, after a
22 written request for such classification by the carrier
23 and subsequent written approval by the insurance
24 commissioner."

25 Do the plans -- do the plans referenced

1 **in subsection (31)(1) only apply to student-only plans?**

2 MR. CRISALLI: Object. Speculation.

3 Calls for a legal conclusion. Beyond the scope.

4 THE DEPONENT: The student-only plans
5 referenced under (1) are now regulated under the
6 Affordable Care Act as individual market health plans
7 and are no longer considered excepted from the health
8 plan definition.

9 Q. (By Mr. Theriot) Okay. But regarding the
10 first part of that sentence, "Plans deemed by the
11 insurance commissioner to have a short-term limited
12 purpose or duration," could those types of plans that
13 aren't student-only plans, could they cover health care
14 services?

15 MR. CRISALLI: Objection. Speculation.
16 Calls for a legal conclusion. Beyond the scope.

17 THE DEPONENT: If a carrier chose to
18 offer a short-term, limited purpose or duration plan,
19 they would have to follow the requirements of the
20 Washington Administrative Code rule that provides
21 further requirements, and such a plan could include a
22 maternity benefit for the three-month duration of the
23 plan.

24 Q. (By Mr. Theriot) Okay. Is that plan what
25 you referred to earlier in your conversation with

1 **Ms. Tocco as a short-term, limited duration plan?**

2 A. Yes.

3 Q. And is that sometimes referred to by the
4 acronym STLD?

5 A. Yes.

6 Q. Let's move to subsection (31)(m),
7 "Civilian health and medical program for the veterans
8 affairs administration," what you referred to as
9 CHAMPVA?

10 A. Yes.

11 Q. Do the plans referenced in subsection
12 (31)(m) cover health care services?

13 MR. CRISALLI: Objection. Speculation.
14 Calls for a legal conclusion. Beyond the scope.

15 THE DEPONENT: If we had one in the
16 state, it would have the benefits as required under the
17 Veterans Administration. We do not regulate what those
18 benefits are, and I do not know what those benefits
19 are.

20 Q. (By Mr. Theriot) Okay. So what aspect of
21 CHAMPVA would you regulate if you had one of those
22 plans in the state?

23 MR. CRISALLI: Objection. Calls for
24 speculation. Legal conclusion. Beyond the scope.

25 THE DEPONENT: There are requirements as

1 to the entity that the carrier contracts with. It's
2 not an employer group, but it's an entity that has to
3 have certain papers defining its existence, kind of
4 like documents of incorporation. So we would review
5 those documents of incorporation and that piece of it
6 met our requirements. And we would look to make sure
7 that it met any other requirements under CHAMPVA for
8 this civilian and health and medical program, if one
9 were to be filed with us.

10 Q. (By Mr. Theriot) All right. Let's go to
11 the last one, subsection (31)(n) of Exhibit 2. It
12 says, "Stand-alone prescription drug coverage that
13 exclusively supplements Medicare part D coverage
14 provided through an employer group waiver plan under
15 Federal Social Security Act regulation 42 C.F.R.
16 Section 423.458(c)."

17 What do the medical -- what medical
18 services or, I guess, drugs are covered by the plan
19 referenced in (31)(n)?

20 A. I do not know what is on the drug list
21 for Medicare part D.

22 Q. But the supplemental -- the supplemental
23 plan referenced in (31)(n) would cover whatever is
24 covered in supplement -- in Medicare part D?

25 MR. CRISALLI: The same objection as

1 before.

2 THE DEPONENT: It would -- it doesn't
3 expand the coverage at all. It merely provides
4 additional financial insurance protections, like all
5 the supplemental plans.

6 Q. (By Mr. Theriot) Okay. So it would be
7 similar to the other supplemental plans that we
8 discussed?

9 A. Yes.

10 MR. CRISALLI: The same objection.

11 Q. (By Mr. Theriot) All right. One more
12 question before we take a break. I apologize, I'm
13 going backwards a little bit.

14 I neglected to ask you: In subsection
15 (31)(1) of Exhibit 2, "Plans deemed by the insurance
16 commissioner to have a short-term limited purpose or
17 duration," the coverages in those plans do include
18 contraception?

19 MR. CRISALLI: Objection. Calls for a
20 legal conclusion. Speculation. Beyond the scope.

21 THE DEPONENT: There is not currently
22 such a plan on the market.

23 MR. THERIOT: Okay. I think we're ready
24 to take a break. So this will be our lunch break.
25 Yesterday we took 30 minutes. Let me see. Let's talk

1 about how much time I have. Off the record.

2 (The luncheon recess was taken from 12:08
3 p.m. to 12:43 p.m. PST.)

4 Q. (By Mr. Theriot) Ms. Nollette, you
5 understand you're still under oath?

6 A. Yes.

7 Q. Let me make sure I know where I'm at
8 here.

9 I've put Exhibit 4, 48.43.065, in the
10 chat. Would you pull that up, please, Ms. Nollette.

11 A. Okay.

12 Q. Oh, it was already in there.

13 So I just have a couple questions I want
14 to ask you, some follow-up to what I asked yesterday.

15 If you'll look at subsection (2)(a) and
16 (b) of Exhibit 4, how does the exemption for religious
17 health care protect providers and facilities in
18 subsection (2)(a) and (2)(b)? We're not talking about
19 carriers, just about medical providers and medical
20 facilities.

21 MR. CRISALLI: Objection. Calls for
22 speculation. Legal conclusion.

23 THE DEPONENT: The Office of the
24 Insurance Commissioner doesn't regulate health care
25 facilities or providers. So we don't have any

1 jurisdiction in that area.

2 Q. (By Mr. Theriot) Okay. Does -- so you
3 don't have any opinion about how that protects --
4 whether or not that requires medical -- or exempts --
5 excuse me. Do you have an opinion -- let me start over
6 again.

7 Do you know whether subsection (2)(a)
8 protects health care providers and health care
9 facilities from being required to purchase or pay for
10 insurance policies that cover items that they object
11 to?

12 MR. CRISALLI: Apologies. Objection.
13 Vague.

14 THE DEPONENT: I apologize, could I hear
15 that again?

16 Q. (By Mr. Theriot) Yes. So does the
17 provision in (2)(a) protect health care providers and
18 health care -- and religiously sponsored health
19 carriers from -- I'm sorry, that's wrong.

20 Does the provision in (2)(a) protect
21 health providers and health care facilities who have
22 religious convictions against certain -- providing
23 certain services like abortion from having to pay for
24 health care coverage that covers abortion?

25 MR. CRISALLI: Objection. Compound,

1 vague, and calls for speculation. The statute speaks
2 for itself.

3 THE DEPONENT: I think that the statute
4 speaks for itself.

5 MR. THERIOT: Well, once again, I'm going
6 to object to counsel coaching the witness.

7 Q. (By Mr. Theriot) What provisions of
8 Exhibit 4 protect religious health care providers and
9 religious health care facilities from having to pay for
10 an objectionable health care service like abortion and
11 contraception?

12 MR. CRISALLI: Objection. Foundation
13 vague. Calls for a legal conclusion.

14 THE DEPONENT: I apologize, can I hear
15 the question again?

16 MR. THERIOT: Yes. Can you repeat that
17 question for me, Jana?

18 (Whereupon, the record was read back by
19 the court reporter.)

20 MR. CRISALLI: The same objection.

21 THE DEPONENT: Subsection (2) and
22 subsection (3) do.

23 Q. (By Mr. Theriot) If you look at
24 subsection (2)(c), it says, "The insurance commissioner
25 shall establish by rule a mechanism or mechanisms to

1 recognize the right to exercise conscience while
2 ensuring enrollees timely access to services and to
3 assure prompt payment to service providers."

4 Has the insurance commissioner
5 established such a rule?

6 A. I think so. I don't know the WAC off the
7 top of my head, the number.

8 Q. Okay. But it's your understanding that
9 there is a Washington Administrative Code provision
10 that satisfies that?

11 A. Yes.

12 Q. Okay. I'm going to -- can you -- so you
13 don't know what number of that WAC is. Can you
14 describe it?

15 A. Well, it's possible I'm thinking of two
16 WACs, one of them that goes a little bit further on the
17 conscience clause and one of them that is more about
18 implementing the equity fee.

19 (Exhibit 10 was remotely introduced and
20 provided electronically to the reporter.)

21 Q. (By Mr. Theriot) I've placed in the chat
22 what's been marked as Exhibit 10, a Providence press
23 release. Can you open that and review it, please?

24 A. I have opened it.

25 Q. Paragraph four says, "The Office of the

1 Insurance Commissioner is requiring Providence to
2 inform enrollees who need abortion services not covered
3 by their plan that they can access the services through
4 the Washington Department of Health Family Planning
5 Program by calling 1-800-525-0127."

6 Do you see that?

7 A. Yes, I do.

8 Q. Okay. So the enrollees who call that
9 number, what information are they provided?

10 MR. CRISALLI: Objection. Beyond the
11 scope and calls for speculation.

12 THE DEPONENT: They are provided with
13 information about how to access abortion services.

14 Q. (By Mr. Theriot) And who pays for those
15 abortion services?

16 MR. CRISALLI: The same objection.

17 THE DEPONENT: The State of Washington.

18 Q. (By Mr. Theriot) Are -- is there a
19 process or a policy in place that provides for that
20 ability to get the State of Washington to pay for the
21 abortion services?

22 MR. CRISALLI: The same objection.

23 THE DEPONENT: I'm sorry, could you
24 repeat the question?

25 MR. THERIOT: Could you read it back

1 please, Jana.

2 (Whereupon, the record was read back by
3 the court reporter.)

4 MR. CRISALLI: The same objection.

5 THE DEPONENT: You're asking me to answer
6 the question as of today?

7 Q. (By Mr. Theriot) Sure, let's start with
8 today.

9 A. So today, a carrier offering such a plan,
10 their rate filing would have provided documentation
11 that would constitute a health equity fee that they
12 would pay through the Washington State Department of
13 Insurance that we would then put in the State General
14 Fund that would be used to fund the services.

15 Q. And what was the status -- was that in
16 place in 2019 when this press release in Exhibit 10 was
17 released?

18 MR. CRISALLI: The same objection.

19 THE DEPONENT: No.

20 Q. (By Mr. Theriot) When did that fee --
21 when was that fee put into place?

22 A. I would have to look at the date when the
23 statute with the health equity fee passed. It was
24 after this.

25 Q. So -- I think I can ask this question

1 before we talk about that statute. Did any carrier who
2 did not provide abortion coverage in their plan at the
3 time of this press release, were they able to refer
4 people to the Department of Health so that they could
5 obtain abortion services?

6 MR. CRISALLI: Objection. Vague. Calls
7 for speculation.

8 THE DEPONENT: I believe that some
9 carriers chose to use -- who were not -- I'm not saying
10 that the carrier was religious, but they were selling
11 to a company that didn't want to cover an abortion
12 benefit. They used a workaround process where the
13 benefit was not a covered benefit in the plan, but
14 information was provided in the plan, and the carrier
15 provided access and paid for it.

16 Q. (By Mr. Theriot) Okay. And as of today,
17 can any carrier, whether it's religious or not, refer
18 enrollees to the Department of Health for provision of
19 abortion services?

20 MR. CRISALLI: Object. Beyond the scope.
21 Speculation.

22 THE DEPONENT: Only a carrier who was
23 refusing to provide abortion under the conscience
24 clause. And I'm not sure if this would be the process
25 right now, the process in this press release from

1 several years ago.

2 Q. (By Mr. Theriot) Okay. So what's the
3 process now?

4 MR. CRISALLI: Object to form. Beyond
5 the scope.

6 THE DEPONENT: It would be detailed in
7 the actual form filing as approved by our office. I
8 believe there is a phone number. There may also be a
9 website.

10 Q. (By Mr. Theriot) All right. Before we
11 leave 065, do you see the reference to the Commissioner
12 creating a rule in (3)(c)?

13 A. Yes.

14 Q. Was that rule ever created?

15 A. I don't recall.

16 Q. I put Exhibit 5, 48.43.725, in the chat.
17 Do you see that?

18 A. Yes, I do.

19 Q. Could you please open it up and
20 familiarize yourself with it, please?

21 A. Yes.

22 Q. So what was your understanding of the
23 reason why this statute was put into place?

24 MR. CRISALLI: Object. Speculation.
25 Calls for a legal conclusion.

1 THE DEPONENT: To mitigate inequality in
2 the health insurance market.

3 Q. (By Mr. Theriot) And it only applies to
4 carriers that exclude a mandated health benefit?

5 MR. CRISALLI: Calls for a legal
6 conclusion.

7 THE DEPONENT: Yes.

8 Q. (By Mr. Theriot) Do you know how much the
9 fee is?

10 A. I do not.

11 Q. Is that assessed differently for each
12 carrier and each plan?

13 MR. CRISALLI: Objection. Calls for a
14 legal conclusion.

15 THE DEPONENT: It's assessed at the plan
16 level. So each plan would have a rate filing, except
17 in the small group market where there's one rate filing
18 for all the plans in the market because it is a
19 single-risk pool. And so it is calculated at the rate
20 filing level for a carrier.

21 Q. (By Mr. Theriot) Can you explain a bit
22 what "at the rate filing level" means?

23 A. Yes. So a health plan generally covers a
24 group of people that is a defined group. That is the
25 risk pool for the plan. And so when calculating an

1 equity fee, the carrier, as part of their rate filing,
2 must include information about the cost of the
3 administration and the provision of that benefit, if
4 they were to provide it, based upon the size of the
5 risk pool and the likelihood of that size of a risk
6 pool needing that particular benefit.

7 **Q. So the carrier makes that calculation or**
8 **an OIC actuary does?**

9 MR. CRISALLI: Calls for a legal
10 conclusion. Go ahead.

11 THE DEPONENT: The carrier is required to
12 provide it in the filing. The OIC actuary reviews
13 what's provided to make sure it meets requirements.

14 **Q. (By Mr. Theriot) Subsection (2)(c) of**
15 **Exhibit 5 says that "the commissioner may waive the fee**
16 **assessed under subsection (2) if he or she finds that**
17 **the carrier excluding a mandated benefit for a health**
18 **plan or student health plan provides health plan**
19 **enrollees or student health plan enrollees alternative**
20 **access to all" included "mandated benefits."**

21 **Do you see that?**

22 **A. Yes, I do.**

23 MR. CRISALLI: Objection. Misstates the
24 statute. I believe you said "all included," which
25 should be "all excluded benefits."

1 MR. THERIOT: Oh.

2 Q. (By Mr. Theriot) As it reads there in
3 (2)(c), have there been any requests for waivers
4 pursuant to this provision?

5 A. No, the Commissioner has not been
6 requested to waive the fee.

7 Q. What factors would be considered when
8 determining whether to waive the fee outside of what's
9 in (2)(c)?

10 MR. CRISALLI: Objection. Calls for
11 speculation.

12 This is an area I'm a little concerned
13 about the testimony in that it basically is asking for
14 a policy that doesn't yet exist and it's under oath and
15 the testimony is the OIC. I don't want the witness to
16 indicate what a policy will be that could later be held
17 against the OIC.

18 Q. (By Mr. Theriot) So is there a policy for
19 determining how the waiver works in (2)(c) of
20 Exhibit 5 -- no -- yes, Exhibit 5?

21 A. There is no policy beyond the plain
22 language of the statute at this time.

23 Q. And the person who decides whether to
24 grant a waiver is the Commissioner?

25 A. Yes.

1 Q. Okay. I've placed what's previously been
2 marked as Exhibit 3 into the chat. It's SB 6219.
3 Could you open that up and look at it briefly?

4 A. Okay.

5 Q. I can show it to you, if you'd like, but
6 I'll represent to you that in the interrogatories that
7 you signed, you referred us to this provision, to
8 Section 1 of 6219 for the interest of the State.

9 Are there any other interests besides
10 those listed in Section 1 of Exhibit 3 that the State
11 asserts justifies SB 6219?

12 MR. CRISALLI: Objection to the extent it
13 calls for speculation and is beyond the scope.

14 THE DEPONENT: All sections.

15 Q. (By Mr. Theriot) I'm sorry?

16 A. You asked if there were any other
17 sections besides Section 1(1). Did you mean the
18 sub (1) or -- I'm sorry, it's got highlighting on it,
19 so it's hard --

20 Q. I do have weird highlighting on it.
21 That's my fault. I should have put one in there that
22 was cleaner. Let me tell you what I'm referring to.

23 All right. So I mean "New Section,
24 Section 1," beginning with line 4 on page 2. Are there
25 any other interests in that section that the State

1 **relies upon to justify SB 6219?**

2 MR. CRISALLI: Objection. Vague. Calls
3 for speculation.

4 And I apologize because I'm a little
5 confused with the question myself. Are you asking only
6 lines 5 and 6 at subsection (1), or are you saying all
7 of Section 1 that starts on line 4 and extends into the
8 next page?

9 MR. THERIOT: I'm asking for all of
10 Section 1 that starts on line 4 and extends into the
11 next page.

12 MR. CRISALLI: Thank you.

13 MR. THERIOT: And a little bit into the
14 following page.

15 THE DEPONENT: Now I'm going to ask for
16 the original question again. I'm sorry.

17 **Q. (By Mr. Theriot) Other than the -- are**
18 **there any other interests besides those in that section**
19 **we just referenced that justify -- that the State**
20 **relies upon to justify SB 6219?**

21 MR. CRISALLI: The same objection.

22 THE DEPONENT: Not that I recall.

23 **Q. (By Mr. Theriot) Before SB 6219 was**
24 **enacted, are you aware of any other efforts the OIC**
25 **made to further the interests listed in Section 1 of SB**

1 **6219?**

2 A. The OIC has always attempted to fully
3 enforce all of the protections in Title 48.

4 Q. Were there any specific actions taken by
5 the OIC to further the interest in (4) on page -- it's
6 page 2 of the exhibit, but page 1 of SB 6219? "Neither
7 a woman's income level nor her type of insurance
8 prevent her from having full access to a full range of
9 reproductive health care, including contraception and
10 abortion services."

11 MR. CRISALLI: Objection. Vague.

12 THE DEPONENT: I don't -- I don't know
13 what you're referring to.

14 Q. (BY Mr. Theriot) I'm asking you if there
15 were any specific policies or actions taken by the OIC
16 to further the interest that's listed there in (4) of
17 Section 1 of Exhibit 3?

18 MR. CRISALLI: The same objection.

19 THE DEPONENT: The OIC has always
20 attempted to ensure that all people have full access to
21 all covered benefits.

22 Q. (BY Mr. Theriot) So you're not aware of
23 any specific program or policy that was put in place to
24 further that interest?

25 MR. CRISALLI: Object to form.

1 THE DEPONENT: No.

2 Q. (By Mr. Theriot) Okay. Are you aware of
3 any specific policy or practice that was put into place
4 by the OIC prior to SB 6219 to further the interests
5 listed in sub (5) of that section in Exhibit 3?

6 MR. CRISALLI: Object to form.

7 THE DEPONENT: No.

8 MR. THERIOT: All right. I think that's
9 all I have.

10 THE DEPONENT: Thank you.

11 MR. CRISALLI: I have nothing at this
12 time. We'll reserve signature.

13 (WHEREUPON, the deposition was concluded
14 at 1:13 p.m. PST.)

15

16

17

18

19

20

21

22

23

24

25

1 I have read the foregoing transcript
2 of my testimony and have indicated the same by my
3 signature.

4
5
6 _____
MOLLY NOLLETTE

7
8 STATE OF _____

9 CITY OF _____ COUNTY OF _____

10 Subscribed and sworn to before me by MOLLY
11 NOLLETTE, on this _____, 2022.

12 My commission expires: _____.

13
14
15
16 _____
Notary Public

17
18 _____
Address

19
20
21 Reporter: JM
22 Trial/hearing date: None

1 CERTIFICATE

2 STATE OF COLORADO)
) ss.
 3 CITY AND COUNTY OF DENVER)

4 I, Jana Mackelprang, Certified Realtime
 Reporter, Registered Professional Reporter, and Notary
 5 Public for the State of Colorado, do hereby certify
 that previous to the commencement of the examination,
 6 the said MOLLY NOLLETTE was duly sworn by me to testify
 the truth in relation to the matters in controversy
 7 between the said parties.

I further certify that said deposition was
 8 taken in shorthand by me and was reduced to typewritten
 form by computer-aided transcription, that the
 9 foregoing is a true transcript of the questions asked,
 testimony given, and proceedings had.

10 I further certify that I am not an
 attorney nor counsel nor in any way connected with any
 11 attorney or counsel for any of the parties to said
 action or otherwise interested in its event.

12 I further certify that, pursuant to
 Rule 30(e)(1), review of the transcript was requested.

13 IN WITNESS WHEREOF, I hereunto affix my
 hand and notarial seal this 12th day of December, 2022.
 14 My commission expires January 24, 2024.



Jana Mackelprang
 18 Jana Mackelprang
 CRR, RPR, Notary Public
 19 Calderwood-Mackelprang, Inc.
 20
21
22
23
24
25

1 CALDERWOOD-MACKELPRANG, INC.
2 9745 East Hampden Avenue, Suite 220
3 Denver, Colorado 80231
4 (303) 477-3500

5 December 5, 2022

6 Paul M. Crisalli
7 Jeffrey Todd Sprung
8 Attorney General's Office
9 800 5th Avenue, Suite 2000
10 Seattle, Washington 98104

11 Re: Cedar Park Assembly of God of Kirkland, WA v.
12 Kreidler and Inslee
13 Deposition of: MOLLY NOLLETTE

14 The deposition in the above-entitled matter is ready
15 for reading and signing. Please attend to this matter
16 by complying with ALL blanks checked below:

17 _____ arranging with us at the number listed below
18 to read and sign the deposition in our
19 office.

20 XXX having deponent read your copy and sign
21 amendment sheets, if any (original signature
22 page enclosed.)

23 _____ reading enclosed deposition, signing
24 signature page and correction sheets, if any.

25 XXX within 30 days of the date of this letter.

_____ by _____ due to trial/hearing date of
_____.

21 Please be sure that the signature page and amendment
22 sheets, if any, are signed before a notary public and
23 returned to our office. If this matter has not been
24 taken care of within said period of time, the
25 deposition will be filed unsigned pursuant to the Rules
of Civil Procedure.

JANA MACKELPRANG, CRR, CSR, RPR
cc: Counsel of Record

1 CALDERWOOD-MACKELPRANG, INC.
9745 East Hampden Avenue, Suite 220
2 Denver, Colorado 80231
(303) 477-3500
3

4 Kevin H. Theriot, Esq.
Alliance Defending Freedom
5 15100 N. 90th Street
Scottsdale, Arizona 85260
6

Re: Cedar Park Assembly of God of Kirkland, WA v.
7 Kreidler and Inslee

8 Dear Mr. Theriot:

9 Enclosed is the deposition of: MOLLY NOLLETTE

10 _____ Previously filed. Forwarding signature page
11 and amendment sheets.

12 _____ Signed, no changes.

13 _____ Signed, with changes, copy enclosed.

14 _____ Unsigned, notice duly given _____,
pursuant to the Rules of Civil Procedure.

15 _____ Not signed, notice duly given _____,
16 since trial is set for _____.

17 _____ No signature required.

18 _____ Signature waived.

19 _____ To be signed in court.

20 _____ Signature pages/amendment sheets to be
returned to court on date of trial.

21 _____ Mailed by Priority Mail on _____.

22 _____ Hand-delivered on approximately _____.

23
24 JANA MACKELPRANG, CRR, CSR, RPR

25 cc: Counsel of Record

Exhibit C

Deposition of 30(b)(6) Steven Orcutt

Cedar Park Assembly of God of Kirkland v Kreidler, et al.

November 21, 2022



206.287.9066 | 800.846.6989

1325 Fourth Avenue, Suite 1840, Seattle, Washington 98101

www.buellrealtime.com

email: info@buellrealtime.com



Page 1

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CEDAR PARK ASSEMBLY OF GOD OF)	
KIRKLAND, WASHINGTON,)	
)	
)	
Plaintiff,)	
)	
v.)	No. 3:19-cv-05181-BHS
)	
MYRON "MIKE" KREIDLER, et al.,)	
)	
)	
Defendants.)	

30(b)(6) DEPOSITION UPON ORAL EXAMINATION
OF CEDAR PARK ASSEMBLY OF GOD OF KIRKLAND, WASHINGTON
REPRESENTED BY STEVEN ORCUTT - VOLUME I

Taken at Kirkland, Washington
(All participants appearing via videoconference.)

DATE TAKEN: November 21, 2022
REPORTED BY: Nicole A. Bulldis, RPR
AZ No. 50955 | CA No. 14441 | WA No. 3384

Page 2

A P P E A R A N C E S

FOR PLAINTIFF:

(via Zoom)

KEVIN H. THERIOT
Alliance Defending Freedom
15100 N. 90th Street
Scottsdale, AZ 85260
(480) 444-0020
ktheriot@adflegal.org

FOR DEFENDANTS:

(via Zoom)

PAUL M. CRISALLI
Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7744
paul.crisalli@atg.wa.gov

ALSO PRESENT:

JASON SMITH, Cedar Park

--o0o--

Page 3

30(b)(6) DEPOSITION OF STEVEN ORCUTT - VOLUME I

EXAMINATION INDEX

EXAMINATION BY	PAGE
Mr. Crisalli.....	5

EXHIBIT INDEX

EXHIBITS FOR IDENTIFICATION	PAGE
1 Cedar Park 30(b)(6) Notice of Deposition.....	10
2 Kaiser Permanente Group Coverage Agreement 2019.	24
3 Kaiser Permanente Evidence of Coverage 2021.....	25
4 Kaiser Permanente Evidence of Coverage 2020.....	25
5 Hansen Email String - 6/12/19.....	38
6 Orcutt Email String - 6/17/19.....	40
7 Orcutt Email String - 6/25/19.....	41
8 Knauss Email String - 7/8/19.....	44
9 Orcutt Email String - 7/15/19.....	47
10 Knauss Email String - 7/16/19.....	48
11 Hansen Email String - 7/18/19.....	50
12 Orcutt Email String - 7/22/19.....	52
13 Knauss Email String - 8/13/19.....	54
14 Gallagher 2019/2020 Employee Benefit Analysis...	54
15 Orcutt Email String - 5/18/20.....	65
16 Gallagher 2020/2021 Employee Benefit Analysis....	68

Page 4

30(b)(6) DEPOSITION OF STEVEN ORCUTT - VOLUME I

EXHIBIT INDEX (Cont'd)

EXHIBITS FOR IDENTIFICATION	PAGE
17 Hansen Email String - 7/14/20.....	70
18 Hansen Email String and Attachment - 7/14/20....	72
19 Knauss Email String - 3/24/21.....	77
20 Gallagher 2021/2022 Employee Benefit Analysis....	79
21 Cedar Park Church 2022 Employee Benefit Renewal.	82

--o0o--

Page 5

1 REPORTED REMOTELY FROM MARICOPA COUNTY, ARIZONA

2 Monday, November 21, 2022; 9:01 a.m.

3 --o0o--

4
5 STEVEN ORCUTT, witness herein, having been
6 first duly sworn on oath,
7 was examined and testified
8 as follows:
9

10 E X A M I N A T I O N

11 BY MR. CRISALLI

12 Q. Hello. My name is Paul Crisalli. I'm an
13 Assistant Attorney General for the State of Washington
14 and I'm here to take your deposition.

15 Could you please state your name and spell the
16 last for the record.

17 A. My name is Steven Glenn Orcutt, O-r-c-u-t-t.

18 Q. Have you ever had your deposition taken
19 before?

20 A. Not to my knowledge.

21 Q. All right. Well, welcome to your first. So
22 I'll lay out some ground rules. You've probably talked
23 with your attorney about these, but just to let you know
24 how I'm going to conduct this deposition.

25 There's going to be a court reporter who is

Page 6

1 going to be writing down everything that's said in this
2 deposition, so it's important -- she's the most
3 important person online right now, aside from you,
4 because she's the person who is tasked with trying to
5 make as accurate of a transcript of this deposition as
6 possible. As a result -- you've done great thus far --
7 it's important that we not step on each other when
8 talking, and waiting 'til I'm done with my question for
9 you to answer. And, likewise, I'll do everything that I
10 can to wait 'til you are done with your answer before I
11 ask the next question.

12 Does that work for you?

13 A. Yes.

14 Q. Next is because it's being transcribed, it's
15 important that nonverbal or nonwords are not used. Use
16 words in answering the question. This means avoiding
17 like "uh-huh" or "huh-uh," and I use that example
18 intentionally because you'll see in the transcript it's
19 going to read the same even though the intonations would
20 have different results if that were to be used.

21 Does that make sense?

22 A. Yes.

23 Q. And I like to take a break, oh, every hour or
24 so depending on where we're at in the deposition. If
25 you ever need a break, please don't hesitate to ask.

Page 7

1 We'll provide it. The only thing I ask is that you --
2 if there's a question being asked, that you answer the
3 question before taking the break.

4 Does that work for you?

5 A. Yes.

6 Q. Is there anything preventing you from
7 testifying truthfully today?

8 A. No.

9 Q. And this is a unique circumstance where you're
10 not testifying individually, but on behalf of an
11 organization. Do you understand that?

12 A. Yes.

13 Q. And you understand that the purpose of my
14 questions are largely going to be towards what Cedar
15 Park Assembly of God's positions are and facts
16 surrounding Cedar Park.

17 Throughout this deposition, I'm going to use
18 the term "Cedar Park" to describe Cedar Park Assembly of
19 God of Kirkland, Washington. Does that work for you?

20 A. Yes.

21 Q. Do you understand what that entity is?

22 A. Yes.

23 Q. Okay. And do you understand that your answers
24 could -- in this deposition, could be binding upon Cedar
25 Park for purposes of establishing fact?

Page 8

1 A. Yes.

2 Q. What did you do to prepare for the deposition
3 today?

4 A. I prayed. I reviewed the information that we
5 provided in the request for proposals, I believe, is
6 what it was called.

7 Q. Would that be request for production?

8 A. Production, yes.

9 Q. Would those be the documents that Cedar Park
10 produced in the course of this case?

11 A. Yes, specifically the ones I produced.

12 Q. All right. Did you review any pleadings like
13 the complaint or supplemental complaint or the motions
14 and the declarations that were filed in this case?

15 A. Yes.

16 Q. Did you talk to anyone in preparation for this
17 case?

18 A. Yes.

19 Q. Who did you talk with?

20 A. I spoke with our insurance broker who provides
21 us with our medical plans and my director of human
22 resources who also works with me on renewing our medical
23 plans.

24 Q. And who is the insurance broker you spoke
25 with?

Page 9

1 A. Jami Hansen.

2 Q. Is Jami Hansen with AJG?

3 A. Gallagher benefits.

4 Q. Okay. It was unclear from the email addresses
5 in reviewing the documents.

6 So do you use Galbreath [phonetic] as your
7 broker for insurance?

8 A. Yes, Gallagher.

9 Q. Oh, thank you.

10 And what did you talk with Jami about?

11 A. The process of the renewal after State
12 Bill 6219 was enacted.

13 Q. And who is the director of HR that you spoke
14 with?

15 A. Melissa Knauss.

16 Q. And what did you speak with Melissa about?

17 A. The emails that we had and the process of our
18 renewal for the 2019 year after House Bill 6219 was put
19 into effect.

20 Q. You testified that you reviewed the documents
21 that you helped put together for the responses to the
22 requests for production. What general category of
23 documents did you pull together for purposes of
24 responding to the requests for production?

25 A. I don't recall which specific requests for

1 production.

2 Q. Were there particular categories of documents
3 that you searched and looked for for purposes of
4 responding to requests for production?

5 A. Could I see the specific questions for the
6 requests for productions? Refresh my memory?

7 Q. Okay. We'll move along at this point. Maybe
8 we'll get back to that.

9 Aside from talking with Melissa and Jami, did
10 you talk to anyone else in preparation for this
11 deposition?

12 A. I talked with Pastor Jay Smith.

13 Q. Okay. And what did you talk with Pastor Smith
14 about?

15 MR. THERIOT: I'm going to object to this
16 line of questioning to the extent that it calls for
17 conversations that took place while counsel was
18 pregnant -- present. Sorry about that. That was a
19 little bit of a Freudian slip -- present. But you may
20 testify as to conversations you had when I or -- or
21 in-house counsel weren't present.

22 THE DEPONENT: My conversations with
23 Pastor Jay were primarily about the process, the
24 logistics, timing of when we would be deposed.

25 (Exhibit No. 1 marked.)

1 Q. (By Mr. Crisalli) Okay. I have in the chat
2 Exhibit 1. Can you -- you should be able to access
3 that. And so you'll know, and hopefully I won't have to
4 repeat this for the deposition with the pastor, the way
5 we have worked it is that we will put the exhibit into
6 chat for all those present who would like it to download
7 and view it on their own computer so that way we can
8 have it right there. If you need a share screen to
9 focus on particular language, please let me know.
10 Hopefully, that will not be required just because of
11 logistics, but we can make that work. And if you need
12 me to repost it, let me know.

13 (Pause in the proceedings.)

14 MR. THERIOT: Okay. It's up now for him.

15 Q. (By Mr. Crisalli) Please take a moment to
16 review if you like. Let me know when you're ready.

17 A. All right. I reviewed that.

18 Q. All right. And if you'll go to Page 5.

19 Before we do that, do you recognize this
20 document?

21 A. Yes.

22 Q. And do you understand this to include the
23 topics for today's deposition?

24 A. Yes.

25 Q. Okay. On Page 5, it lists the topics. My

Page 12

1 understanding from discussions with counsel is you are
2 designated to talk -- to testify regarding Topic No. 3;
3 is that correct?

4 A. Yes.

5 Q. You are designated to testify regarding Topic
6 No. 4; is that correct?

7 A. Yes.

8 Q. You are designated to discuss the Topic 5; is
9 that correct?

10 A. Yes.

11 Q. You are designated to testify regarding
12 Topic 6; is that correct?

13 A. Yes.

14 Q. And you are designated to testify regarding
15 Topic 8; is that correct?

16 A. Yes.

17 Q. There are a couple topics that were left out.
18 I'm just confirming, are there any other topics with
19 which you are designated to testify today?

20 A. Not to my knowledge.

21 Q. What is your position at Cedar Park?

22 A. I'm the chief financial officer.

23 Q. And how long have you been the chief financial
24 officer at Cedar Park?

25 A. Approximately, 14 and a half years.

1 Q. Did you have employment before becoming the
2 chief financial officer at Cedar Park?

3 A. Yes.

4 Q. Where did you work?

5 A. Immediately prior to working at Cedar Park, I
6 was a consultant for several small businesses.

7 Q. What kind of consulting did you do?

8 A. Financial and general management consulting.

9 Q. What are your job responsibilities as the
10 chief financial officer for Cedar Park?

11 A. To oversee the financial operations of Cedar
12 Park, prepare budgets, monitor revenues and expenses.
13 In addition, I'm responsible for human resources and
14 payroll.

15 Q. And could you briefly describe your education,
16 like, college-level, maybe grad school, and the like?

17 A. I have a master's degree.

18 Q. And what's your master's in?

19 A. Hospital and healthcare administration.

20 Q. Did any of that focus on insurance coverage
21 for healthcare?

22 A. To a certain degree, yes.

23 Q. In which respect?

24 A. When I got my degree, there was a difference
25 between an MBA and a master's in hospital and healthcare

1 administration, most of the business courses were the
2 same, but there were specific courses relating to topics
3 specific to operating a hospital.

4 Q. And where did you obtain this degree from?

5 A. Saint Louis University.

6 Q. And when did you obtain that degree?

7 A. 1979.

8 Q. And I take it you have an undergraduate
9 degree?

10 A. Yes.

11 Q. And where did you get that from?

12 A. Wheaton College.

13 Q. And what's the degree in?

14 A. Economics.

15 Q. And what year did you obtain that degree?

16 A. 1977.

17 Q. As part of either your master's or your
18 bachelor degree, do you have any expertise in actuary
19 analyses?

20 A. The topics were covered in classes, but I
21 can't recall specifics.

22 Q. Have you personally used any of those classes
23 in the last ten years as your job as CFO for Cedar Park?

24 A. Yes, I would say.

25 Q. In which respect?

1 A. The business classes, how to analyze
2 financials, how to read documents, how to set goals in
3 the short-term and long-term based on my job
4 responsibilities.

5 Q. What is Cedar Park?

6 MR. THERIOT: Objection. Vague.

7 Q. (By Mr. Crisalli) Do you understand the
8 question?

9 A. Not really.

10 Q. Okay. What is Cedar Park Assembly of God of
11 Kirkland, Washington? What kind of entity is it?

12 A. It's a church.

13 Q. Does it conduct services?

14 A. Yes.

15 Q. Does it -- and by services, I mean church
16 services where people attend. Does that make sense?
17 Does that change your answer?

18 A. No, it does not change my answer.

19 Q. Does it provide other functions?

20 A. Yes.

21 Q. What kinds of functions does Cedar Park
22 provide?

23 A. Cedar Park offers several ministry services.

24 Q. Are they broken up in different ways?

25 A. Yes.

1 Q. How -- how are they broken up?

2 A. There are primarily churches, outreach
3 ministries, and schools.

4 Q. Does Cedar Park have any licensed businesses?

5 A. I believe so.

6 Q. What are those?

7 A. I believe we have licenses to operate our
8 churches and schools or ministries in the various towns
9 where we conduct business.

10 Q. What kind of businesses does Cedar Park have?

11 A. We operate churches and we operate Christian
12 schools as well as several outreach ministries.

13 Q. And what do the outreach ministries do?

14 A. All the ministries support the mission of
15 Cedar Park, to bring the good news of Jesus Christ to
16 anyone we have contact with.

17 Q. And how do the outreach ministries serve that
18 purpose? Do they provide services to individuals? Do
19 they hire individuals? What -- how do they effectuate
20 that?

21 A. They provide services, but not necessarily
22 church services like we discussed before.

23 Q. Is the term there, services, more akin to,
24 like, goods and services as compared to, like, a church
25 service?

1 MR. THERIOT: Objection. Vague.

2 THE DEPONENT: I'm not quite sure. Can
3 you restate that?

4 Q. (By Mr. Crisalli) I'll restate that.

5 When you say they provide services but not the
6 traditional church services, what kind of services do
7 they provide?

8 A. We have a chapel of the resurrection funeral
9 home that provides funeral-related services. We have a
10 missionary car ministry that provides cars to
11 missionaries home on furlough, things like that.

12 Q. And it sounds like, from your answers, Cedar
13 Park has several churches; is that right?

14 A. There are several branch churches, yes.

15 Q. How many?

16 A. I believe five.

17 Q. Do you -- aside from the funeral home,
18 missionary car ministry, are there any other outreach
19 ministries that Cedar Park provides?

20 A. Yes.

21 Q. And what are those?

22 A. We provide a Christian counseling network and
23 a Christian club sports program.

24 Q. Does Cedar Park have a membership?

25 A. There are members of Cedar Park Church.

Page 18

1 Q. And how many members are there at Cedar Park
2 Church?

3 A. I'm not exactly sure. Probably, somewhere
4 around 400.

5 Q. For these services -- nonchurch services that
6 are being provided, does Cedar Park pay B&O taxes?

7 MR. THERIOT: Objection. Vague.

8 Q. (By Mr. Crisalli) Do you understand what B&O
9 taxes are?

10 A. Yes.

11 Q. Does Cedar Park pay business -- B&O taxes in
12 any way?

13 A. Yes, as required by law.

14 Q. And does Cedar Park pay sales taxes to the
15 State?

16 A. Yes.

17 Q. What is the estimated yearly revenue of Cedar
18 Park?

19 A. I should know this off the top of my head.
20 I'm not 100 percent sure.

21 Q. Is it over a million dollars?

22 A. Yes.

23 Q. Is it over \$10 million?

24 A. Yes.

25 Q. Is it over \$20 million?

Page 19

1 A. Yes, it is.

2 Q. Is it over \$50 million?

3 A. No.

4 Q. Is it -- would you guess it's between, like,
5 20 and 25 or 20 and 30? Is that -- would that be the
6 rough estimate?

7 A. I think between 25 and 30.

8 Q. Okay. And since 2018, have -- has those
9 revenues remained constant? Have they decreased or have
10 they increased?

11 A. Since 2019.

12 Q. Just to make sure we're clear, 2018.

13 A. '18. Okay. They fluctuated, obviously, with
14 COVID in the middle. And what -- what was your specific
15 question?

16 Q. Whether the revenues increased, decreased, or
17 remained roughly the same during that time.

18 A. My recollection is that for the first couple
19 of years, they remained the same. Last year and this
20 year, they've been higher than norm.

21 Q. What's the source of revenues for Cedar Park?

22 A. Primarily, revenues from the ministries for
23 those that charge and tithes and offerings given to all
24 of the ministries.

25 Q. How many employees does Cedar Park employ

1 presently? Let's start there.

2 A. Another question I should know, but I'm not
3 positive. I would say probably 3- to 400.

4 Q. And since 2018 has that number increased,
5 decreased, or remained fairly the same?

6 A. It was fairly static in '18 and '19, and has
7 increased in the subsequent years.

8 Q. You mentioned timing during COVID. Did any of
9 Cedar Park's businesses apply for and receive what's
10 called a PPP loan?

11 MR. THERIOT: Objection. Vague.

12 THE DEPONENT: Can you clarify what
13 exactly you're asking?

14 Q. (By Mr. Crisalli) Right. Are you familiar with
15 the -- or heard about the PPP loans that were provided
16 by the federal government during the Coronavirus
17 pandemic?

18 A. Yes.

19 Q. Did any of Cedar Park's businesses apply for
20 and receive a PPP loan?

21 A. Yes.

22 Q. Did Cedar Park pay back that loan?

23 A. No.

24 Q. Was the loan forgiven?

25 A. Yes.

Page 21

1 Q. Does Cedar Park offer insurance, just broadly
2 insurance, as a benefit to its employees?

3 A. What -- what type of insurance are you
4 referring to?

5 Q. Well, that's -- does Cedar Park offer multiple
6 types of insurance as a benefit to its employees?

7 A. Yes.

8 Q. And what types of insurance are included as
9 benefits to its employees?

10 A. Medical, dental, life insurance, and then some
11 optional insurances that employees can purchase on their
12 own.

13 Q. For the medical, dental, life insurance, the
14 group of insurance that you talked about that's
15 non-optional, do all the employees receive this benefit?

16 MR. THERIOT: Objection. Assumes facts
17 not in evidence.

18 THE DEPONENT: Repeat your question.
19 There was something you said that I didn't understand.

20 Q. (By Mr. Crisalli) Okay. Do all employees
21 receive the benefits of medical insurance at Cedar Park?

22 A. No.

23 Q. How does Cedar Park determine who receives
24 medical insurance benefits versus not?

25 A. We provide the option for medical insurance to

1 full-time employees.

2 Q. Are there full-time employees who do not
3 accept that option at Cedar Park?

4 A. Yes.

5 Q. Can you estimate how many employees at Cedar
6 Park receive medical insurance coverage as a benefit
7 presently?

8 A. Approximately, 135.

9 Q. Okay. Has that number increased or decreased
10 or remained the same since 2018?

11 A. I believe it's increased slightly.

12 Q. What is your role in terms of procuring health
13 insurance for Cedar Park?

14 A. I'm responsible to obtain bids, structure,
15 healthcare plan, and present options to Pastor Jay for
16 approval.

17 Q. And how long have you had that responsibility?

18 A. I believe for 13 of the last years I've been
19 here.

20 Q. And you testified your use of Gallagher as a
21 broker; is that right?

22 A. Yes.

23 Q. And how long have you used Gallagher as a
24 broker?

25 A. I believe Gallagher was used prior to my

1 assuming the responsibilities.

2 Q. And what do they do as compared to you for
3 purposes of procuring health insurance for Cedar Park?

4 A. They obtain bids from different companies
5 providing the type of healthcare I request.

6 Q. And are they on a yearly contract, or is it
7 automatically renewed? How do you structure the
8 business relationship with Gallagher?

9 A. It's a yearly contract.

10 Q. Okay. Please generally describe the process
11 for how Cedar Park purchases or renews health insurance
12 for its employees.

13 A. Throughout the year, we review our healthcare
14 utilization with our broker. And prior to our renewal,
15 usually four months prior, we begin discussions on any
16 changes that have occurred in the healthcare market and
17 our experience and what options the broker feels we have
18 for renewing our medical plan.

19 Q. And just a question from earlier, did you
20 assist in providing facts for the complaints in this
21 matter?

22 A. I believe so, yes.

23 Q. And what's the kind of information you
24 generally provided in the preparation of the complaints
25 in this matter?

Page 24

1 A. As I recall, the specifics of the additional
2 costs to Cedar Park to provide a plan that would allow
3 us to uphold our convictions to exclude abortions and
4 abortifacient medications.

5 Q. And have you signed a declaration or complaint
6 in this matter?

7 A. I don't believe so.

8 Q. I just wanted to double-check. In reviewing
9 the case file, I didn't see it, but I just wanted to
10 make sure I wasn't missing something.

11 Okay. Let me -- I've got some documents that
12 I'd like to discuss. These first several I'm hoping we
13 can -- they're somewhat voluminous. I'm hoping you'll
14 recognize them. I don't really have many questions
15 regarding them. I just want to confirm what they are.

16 A. Okay.

17 (Exhibit No. 2 marked.)

18 Q. (By Mr. Crisalli) That said, you know, take as
19 long as you need to -- we can start with Exhibit 2.

20 A. I hope I don't have to read all 61 pages.

21 Q. I hope not too.

22 And if you want to briefly look through
23 Exhibit 2 and just let me know whether you recognize
24 this document. And I can represent that this was
25 produced in discovery from Cedar Park.

Page 25

1 A. Yes. This looks like the document we get
2 annually from Kaiser when we renew our medical plan with
3 them.

4 Q. And is -- my apologies.

5 Is this for the year beginning in -- on
6 September 1, 2019?

7 A. Yes.

8 (Exhibit No. 3 marked.)

9 Q. (By Mr. Crisalli) And I apologize that these
10 are out of order. If you'll look at Exhibit 3. They
11 were produced out of order. I don't know why, but I'm
12 just going to keep them in that order for consistency.
13 I suspect, you know, just how filing occurred or
14 something.

15 If you want to take a look at Exhibit 3.

16 A. It looks like the same, somewhat shorter
17 document for the 2021 year.

18 (Exhibit No. 4 marked.)

19 Q. (By Mr. Crisalli) Okay. And then same for
20 Exhibit 4.

21 A. Okay.

22 Q. I think Exhibit 4 -- let me just scroll down.
23 I thought that it had 2020 in it as well. That's why I
24 had to --

25 Yeah. If you go to page -- on Exhibit 4,

Page 26

1 Page 116 of the document.

2 A. Okay.

3 Q. Okay. Is it the same document, like Exhibit 2
4 and 3? It's the plan with Kaiser Permanente for Cedar
5 Park for the year beginning September 1, 2020, starting
6 on Page 116 of Exhibit 4?

7 A. Yes, that's what it looks like to me.

8 Q. Okay. I just want to confirm Exhibits 2, 3,
9 and 4, they appear to be Cedar Park's insurance plan
10 through -- health insurance plan through Kaiser
11 Permanente for the years 2019, 2020, 2021, all of which
12 starting on September 1st of those years; is that right?

13 A. That's what it appears to be, yes.

14 Q. Is there a reason -- any reason to doubt that
15 these aren't the insurance plans for Cedar Park during
16 those years?

17 A. They were plans we provided during the
18 requests for whatever it was?

19 Q. Yes. You can see the Bates numbers from Cedar
20 Park to identify that.

21 A. No. I would say that -- they appear to be the
22 correct documents.

23 Q. How long has Cedar Park used Kaiser Permanente
24 as its health insurance carrier?

25 A. I'm not 100 percent sure. I would say

Page 27

1 probably at least six years.

2 Q. Would that be six years total, or six years
3 preceding 2019?

4 A. Kaiser bought Group Health Cooperative here in
5 the State of Washington. We had been with Group Health
6 prior to being with Kaiser.

7 Q. Okay. And how long were you with Group Health
8 before they did that transition to Kaiser Permanente?

9 A. I'm not totally sure.

10 Q. Was it a significantly long time? Like, let's
11 say -- I'll back up.

12 Would it be -- would you estimate ten years?

13 A. I would say less than that.

14 Q. Okay. As far as you are aware, before the
15 plan that took effect on September 1, 2019, did the
16 health plan for Cedar Park include coverage for abortion
17 services?

18 A. I believe it did not.

19 Q. And before the plan taking effect
20 September 1, 2019, did the Kaiser Permanente plans
21 include coverage for all contraceptive services?

22 A. I believe it did.

23 Q. Okay. And as far as you're aware, you used --
24 Cedar Park used Gallagher to purchase these plans; is
25 that right?

1 A. Yes.

2 Q. In looking at the 2019, 2020, 2021 plan, do
3 those plans include coverage for abortion services?

4 A. Those were big legal documents that were
5 reviewed by attorneys, but it is my understanding that
6 they do.

7 Q. And for the 2019, 2020, 2021 plans that we
8 covered, do those plans also include coverage for all
9 contraceptive services?

10 A. Yes, they do.

11 Q. And including within that -- you've used the
12 term "abortifacient" already in this deposition. Would
13 you please define that for your purposes?

14 A. My understanding is an abortifacient is a
15 pill, device that prevents a fertilized embryo from
16 developing into a child.

17 Q. And so we're on the same page, is it your
18 understanding -- Cedar Park's understanding that for
19 the 2019, 2020, and 2021 plan, that the plans also
20 include coverage for those kinds of contraceptives
21 within its plan?

22 A. I believe so.

23 Q. And I don't think you produced this because of
24 the timing of when the document production occurred.
25 Did Cedar Park renew its plan with Kaiser Permanente

1 for 2022 beginning September 1, 2022?

2 A. Yes, we did.

3 Q. And does -- do you know whether that plan
4 includes coverage for abortion services?

5 A. I believe it does.

6 Q. And do you know whether that plan includes
7 coverage for all contraceptive services including those
8 for what you have defined as abortifacient?

9 A. I believe it does, yes.

10 Q. Do you know whether Cedar Park could exercise
11 its -- a religious objection for contraceptives with
12 Kaiser Permanente?

13 A. We were informed we could not.

14 Q. Well, is there an option with Kaiser
15 Permanente in any of the times you renewed the plans
16 since -- beginning 2019, where you can express a
17 religious objection to all contraceptives with Kaiser
18 Permanente?

19 A. We have expressed our objection, but those
20 abortifacients and abortion services are included in our
21 plan.

22 Q. I understand. I understand that. I want to
23 focus on the question that I was asking there which is
24 whether Cedar Park could, had the ability to, express an
25 objection to Kaiser Permanente excluding all

1 contraceptives from its plan during 2019 through 2022.

2 A. I'm still not understanding. Can you try to
3 rephrase that?

4 Q. Can -- does Cedar Park know whether it could
5 tell Kaiser Permanente, voice an objection to receiving
6 all contraceptives from Kaiser in its plan?

7 A. I believe we have done that.

8 Q. Do you know why Kaiser Permanente will not
9 provide for specific contraceptives to be excluded from
10 Cedar Park's healthcare plan?

11 A. I believe they informed us that that would be
12 too much -- too much paperwork or too complicated a
13 process, so it was either all contraceptives or no
14 contraceptives.

15 Q. Okay. And would Cedar Park agree that
16 that's --

17 THE DEPONENT: My speaker's not working.

18 MR. CRISALLI: Can you hear me?

19 THE DEPONENT: It says my speaker's not
20 working, please check my connection.

21 MR. CRISALLI: We can -- we can hear you.

22 MR. THERIOT: I'm not hearing anything.
23 Jeff, can you hear us?

24 MR. CRISALLI: I can hear you.

25 MR. THERIOT: We can't hear you, Jeff.

Page 31

1 MR. CRISALLI: It's Paul, but that's --

2 MR. THERIOT: I'm not sure what's going
3 on. Yeah, I can't hear him either.

4 It may be something with your connection,
5 Paul.

6 MR. CRISALLI: Nicole, can you -- let's
7 go off the record.

8 (Discussion off the record.)

9 (A break was taken from
10 9:53 a.m. to 9:56 a.m.)

11 Q. (By Mr. Crisalli) Would Cedar Park agree that a
12 business decision -- deciding not to offer a specific
13 service because it involves too much paperwork and would
14 be difficult is a business decision?

15 MR. THERIOT: Objection. Vague.

16 THE DEPONENT: Yeah. I'm not -- I'm not
17 quite sure what you're asking of me.

18 Q. (By Mr. Crisalli) Was there any indication to
19 Cedar Park that Kaiser's -- Kaiser Permanente's decision
20 to not offer specific exclusions for contraceptives was
21 based on religion?

22 A. I don't believe so.

23 Q. Okay. What are Cedar Park's goals when
24 purchasing a health insurance policy?

25 A. We try to purchase the most comprehensive

1 policy possible in keeping with our deeply-held
2 religious beliefs that provides our staff with
3 affordable, high-quality healthcare.

4 Q. Do you have anyone who directly reports to
5 you?

6 A. Yes.

7 Q. And how many people directly report to you?

8 A. Two.

9 Q. And who are they?

10 A. The director of human resources and the
11 accounting manager.

12 Q. Does Cedar Park have an outside accounting or
13 tax accounting firm at all?

14 A. I'm not sure what you mean.

15 Q. Does Cedar Park utilize an outside accounting
16 firm for its business?

17 A. No. We -- we have an annual audit by an audit
18 firm but not an accounting firm.

19 Q. Okay. And which auditing firm is that?

20 A. Battershell & Nichols.

21 Q. Okay. And could you please summarize what
22 that auditing firm does for Cedar Park?

23 A. As part of our mortgage, we have, for many
24 years, been required to have a full annual audit
25 conducted by an outside CPA firm.

Page 33

1 Q. And does that annual audit examine all of the
2 business operations or business entities of Cedar Park?

3 A. Yes.

4 Q. And do you receive reports from the auditing
5 firm regarding those audits?

6 A. Yes, we receive an annual audited report.

7 Q. I think I cut out there.

8 A. You did.

9 MR. CRISALLI: Okay. Could the court
10 reporter repeat the question and --

11 Q. (By Mr. Crisalli) Did you -- excuse me. I'll
12 back up.

13 Did you provide a complete response to my
14 question --

15 A. I think so.

16 Q. -- before I cut out?

17 A. I think so.

18 MR. CRISALLI: Okay. Could the court
19 reporter please read back the answer?

20 (Record read back as requested.)

21 Q. (By Mr. Crisalli) And when you receive these
22 reports, do you read them carefully?

23 A. Yes.

24 Q. And is it part of your job responsibilities to
25 review them carefully?

Page 34

1 A. I would say yes.

2 Q. And why does your job require you to review
3 these reports carefully?

4 MR. THERIOT: I'm going to object to this
5 line of questioning because it seems to be outside of
6 the scope of the 30(b)(6) notice.

7 Q. (By Mr. Crisalli) You may continue.

8 A. Re -- I just am -- I'm not clear what exactly
9 you're asking me. Can you --

10 Q. Why is it part of your job to -- why -- I'll
11 restart.

12 Why does your job require you to review these
13 reports carefully?

14 A. My job is to oversee the finances of Cedar
15 Park. The audit is an outside entity that examines how
16 we conduct our business and insures that we are doing
17 everything in accordance with generally accepted
18 accounting principles.

19 Q. Would you say you have an expertise in
20 sophisticated financial management?

21 MR. THERIOT: Objection. Vague.

22 THE DEPONENT: Yeah. I'm not sure what
23 you mean by "sophisticated."

24 Q. (By Mr. Crisalli) Would you classify Cedar
25 Park's business as a sophisticated business relative for

1 a church in particular?

2 A. It certainly is more -- has more facets than a
3 normal church would -- would have.

4 Q. And you testified that it has revenues of
5 between \$25- and \$30 million. Would you consider that
6 to be a substantial revenue for a church?

7 A. Because Cedar Park's ministries encompass so
8 many different ministries, primarily, the school,
9 it's -- it's a large number, but I -- I don't think
10 it's -- what was the term you used in the question?

11 Q. Substantial revenues relative to a church.

12 A. I can't speak to what would be substantial
13 revenue compared to any church but Cedar Park.

14 Q. All right. I'm going to move topics now to
15 the 2019 renewal process. When did Cedar Park start the
16 process to renew its health plan that would begin
17 September 1, 2019?

18 A. As I believe I stated, we generally start four
19 months prior with a pre-renewal meeting.

20 Q. For the -- is it okay if I refer to this as
21 the 2019 renewal when we're both talking about the
22 renewal that ultimately took effect September 1, 2019?

23 A. Yes.

24 Q. For that renewal, did Cedar Park consider
25 changing from Kaiser Permanente at any point?

1 A. Yes.

2 Q. Why?

3 A. Kaiser informed us that they would no longer
4 be able to provide the abortion exemption that they had
5 previously provided because of the Washington 6219 law.

6 Q. And how did you look at other plans aside from
7 Kaiser? Who brought those plans in for your review?

8 A. Our broker.

9 Q. Did you independently research for any plans
10 for 2019 other than Kaiser Permanente?

11 A. Not personally, no.

12 Q. Did you give your broker any instructions when
13 searching for plans for that 2019 renewal other -- that
14 were other than Kaiser Permanente?

15 A. I believe so.

16 Q. What were those instructions?

17 A. We wanted to explore any option that would
18 allow us to provide a quality healthcare plan to our
19 employees that would exclude abortions.

20 Q. And what was your understanding of the steps
21 that your broker took to effect that?

22 A. I believe that in 2019, we approached several
23 plans other than the normal plans that we had examined
24 in prior years.

25 Q. And do you know how many plans you approached

1 during that 2019 renewal process other than Kaiser
2 Permanente?

3 A. I believe there were at least seven others.

4 Q. And do you recall their names?

5 A. It should be in the information we provided.
6 Do you want me to --

7 Q. So is that a no? You don't recall right now,
8 but you could refer me to the -- your responses to
9 discovery?

10 A. Yeah. There's a couple.

11 Q. Okay. Was Cigna one of them?

12 A. Yes.

13 Q. Was Premera one of them?

14 A. Yes.

15 Q. And was it -- just to make sure I'm clear,
16 your broker was the one who searched for these plans;
17 right?

18 A. Yes, that's true.

19 Q. And then the broker would present the plans to
20 you as options; is that right?

21 A. Yes.

22 Q. When were they -- when was your broker first
23 asked to look for these kinds of plans?

24 A. During -- we're just talking about the 2019?

25 Q. 2019, yeah.

Page 38

1 A. I'm not exactly sure. I'm assuming during the
2 pre-renewal.

3 Q. Okay. Did your broker present any plans that
4 provided services consistent with Cedar Park's religious
5 beliefs for the 2019 renewal?

6 A. Yes.

7 Q. Do you recall which plans those were?

8 A. I believe our broker said that the -- the
9 primary way to exclude abortions based on our
10 deeply-held religious beliefs would be to do a
11 self-insured plan.

12 Q. So did you also examine whether Kaiser
13 Permanente would provide a self-insured plan?

14 A. Yes, we did.

15 Q. Was that the only self-insured plan that you
16 looked at during the 2019 renewal?

17 A. I'm not certain.

18 (Exhibit No. 5 marked.)

19 Q. (By Mr. Crisalli) All right. We're going to go
20 through a few emails. I'm hoping this will be, again, a
21 shorter process than others, but we shall see.

22 THE DEPONENT: So I do click on this to
23 see the file?

24 MR. THERIOT: On the chat, do you see the
25 chat? It's the one with the red dot on it. It says

1 chat.

2 THE DEPONENT: Not the one that says
3 leave.

4 MR. THERIOT: Right.

5 THE DEPONENT: So Exhibit 5.

6 Q. (By Mr. Crisalli) Please take a moment to
7 review this.

8 (Pause in the proceedings.)

9 Q. (By Mr. Crisalli) Now, one thing about these
10 emails is my read of them is that they are in
11 chronological order, not reverse chronological order.
12 So as you go through, it actually gets later in the
13 thread unless there was an email attached that it's
14 referring to.

15 A. Okay. That looks right.

16 Q. Okay. Now, first some background. The first
17 page, this appears to be an email from Jami Hansen to
18 you with a cc to Melissa Knauss and Melinda Hansen; is
19 that right?

20 A. Yes, that's what it appears.

21 Q. And this is Jami who's been your broker
22 through Gallagher for Cedar Park's health insurance
23 plans; right?

24 A. Correct, yes.

25 Q. And the -- Melissa Knauss is the director of

Page 40

1 HR for Cedar Park; correct?

2 A. Yes.

3 Q. And as you read through these emails, these
4 are emails between, it appears, Wednesday, June 12th at
5 8:41, through Wednesday, June 12th, at 4:46 discussing
6 the possibility of using Cigna; is that correct?

7 A. Okay. Sorry. I -- I wanted to read those
8 through. Can you restate your question?

9 MR. CRISALLI: Could the court reporter
10 please repeat the question?

11 (Record read back as requested.)

12 THE DEPONENT: That's what it appears.

13 (Exhibit No. 6 marked.)

14 Q. (By Mr. Crisalli) Okay. Adding the next
15 exhibit.

16 If you want to take a quick minute to
17 familiarize yourself with this document.

18 A. When it opens.

19 Okay. And what's your question?

20 Q. No question yet.

21 A. Okay.

22 Q. First, it appears that you received this email
23 on Monday, June 17, at 12:37 p.m.; is that right?

24 A. That's what the email says, yes.

25 Q. And it appears to be in response to an email

Page 41

1 from you dated June 16, 2019, about the coverage for
2 Kaiser; is that right?

3 A. I don't see June 16th anywhere.

4 Q. If you go under -- still on the first page.

5 A. Oh.

6 Q. Right under Jami's signature line.

7 A. Yup. I would agree with that, yes.

8 Q. Okay. It appears from this document that
9 Cedar Park was still considering and trying to -- strike
10 that.

11 At this time, June 17, Cedar Park was still
12 considering whether to use Kaiser Permanente as an
13 option for its insurance plan; is that right?

14 A. I would say yes.

15 Q. And this is around the same time as there was
16 the previous email just a couple days after from --
17 regarding Cigna. So -- correct?

18 A. Okay. That looks correct, yes.

19 (Exhibit No. 7 marked.)

20 Q. (By Mr. Crisalli) Exhibit 7. Please let me
21 know when you're ready.

22 A. Okay. Now, what's your question?

23 Q. My question is: Is this an email string -- it
24 appears, just judging from the bottom, to start on
25 June 21, 2019, through June 25, 2019, regarding

Page 42

1 different options for express -- for Cedar Park to
2 express its religious objections in purchasing a health
3 plan?

4 A. And what are the dates you're saying again?

5 Q. What I see are June 21, which is down --
6 second-to-last email at the bottom part of the string,
7 and then at the top, it appears to be, or I guess bottom
8 now, it appears to be June 25, 2019.

9 A. That's what it appears to be.

10 Q. Okay. Looking at Page 1 and 2, does Cedar
11 Park understand the text beginning with, "Here is
12 Cigna's legal response for both ASO and fully-insured
13 business. Let me know if you have any questions,"
14 through to Jami Hansen's signature line in the middle of
15 the second page.

16 If you'd look at that, please. We'll start
17 there.

18 A. Okay. Sorry to always be asking this, but
19 what exactly was your question again?

20 Q. The starting point was to review that part.

21 The question is: Does Cedar Park understand
22 that part to be Jami Hansen communicating an option from
23 Cigna in which Cedar Park could express its religious
24 objections to abortions and certain contraceptives in
25 purchasing its plan?

Page 43

1 A. I understand that we could express our
2 objections.

3 Q. And could you do so by purchasing the Cigna
4 plans that are described in this email?

5 A. It is my understanding from my discussions
6 with Jami that even if we -- if we expressed our desire
7 to not cover abortions or specific contraceptives, they
8 would be included in our plan.

9 Q. Where does that -- where -- where does this
10 email state that?

11 A. Well, it says: "For an insured plan situated
12 in Washington, policies must cover maternity care and
13 this includes coverage for abortions."

14 Q. Okay. What about the third paragraph of that,
15 same section? Does that provide that an employer with a
16 religious or moral tenet opposed to a specific service
17 is not required to purchase coverage for that service if
18 they object for reason of religion or conscience? Did I
19 read that correctly?

20 A. Yes.

21 Q. There's the next sentence: "In other words,
22 an employer may exclude coverage for contraceptives and
23 abortion if that employer objects to providing that
24 coverage due to religious or other beliefs."

25 Did I read that section correctly?

1 A. Yes.

2 Q. As I read that section, it covers both
3 contraceptives and abortion and provides that Cedar Park
4 as an employer with a religious objection may be -- may
5 exclude coverage for those types of services; is that
6 correct?

7 A. To me, it seems contradictory. That paragraph
8 says -- or that sentence you read says, "We may exclude
9 coverage," and yet above it, it says, "Our policies must
10 cover maternity care including abortions."

11 Q. But an employer may exclude coverage for
12 contraceptives and abortion. That is expressly within
13 this paragraph; is it not?

14 A. It says we are not required to purchase
15 coverage which seems different to me than what you
16 stated.

17 Q. I read: "In other words, an employer may
18 exclude coverage for contraceptives and abortions."

19 Did I read that correctly?

20 A. Yes.

21 Q. And this is an email dated June 25, 2019, when
22 you received it; is that right?

23 A. Yes.

24 (Exhibit No. 8 marked.)

25 Q. (By Mr. Crisalli) Adding Exhibit No. 8.

1 And please let me know when you're ready.

2 A. Okay. I've reviewed it.

3 Q. Okay. Is this a series of emails beginning
4 July 8, 2019, at 3:48 p.m., and it appears the last one
5 is July 18, 2019, at 2:22 p.m.?

6 A. That's what it appears to me, yes.

7 Q. Okay. Turning to the first page, this appears
8 to be an email from Ms. Knauss; is that right?

9 A. That's what it appears to be, yes.

10 Q. Did you assist in drafting this or review it
11 at all?

12 A. I don't recall.

13 Q. And the reason why I ask, it appears to
14 mention your -- what I think is probably your name,
15 "Steve and I are trying to read between the carriers'
16 mumbo-jumbo, legalese, and just get really clear
17 unequivocal answers," in the body of that first email.

18 Did I read that correctly?

19 A. Yes.

20 Q. You're probably the Steve that she's
21 referencing in this; right?

22 A. Yes.

23 Q. Okay. And this appears to ask for
24 clarification from both Kaiser and Cigna about how to
25 cover or exclude abortion services and certain

1 contraceptive services from a health plan; right?

2 A. Yes, I would say.

3 Q. And then it looks like a response was provided
4 by Jami Hansen on July 8, 2019, at 4:16 p.m.; is that
5 right? I think that's the next email.

6 A. Yes.

7 Q. And he appears -- is Jami a he? She? They?

8 A. She.

9 Q. She -- my apologies -- at least virtually
10 appeared to forward an email from Cigna answering the
11 questions; right?

12 A. Yeah. I'm not familiar with Mark Croff, but
13 it says he's from Cigna. That seems correct.

14 Q. Yeah. And then the next email appears to be
15 from July 8, 2019, at 4:29 p.m., from Melissa describing
16 her understanding of Cigna's plan and exclusions; is
17 that right?

18 A. Yes, that's what that email states.

19 Q. And then the next email, which is just a few
20 minutes later from Jami says "correct," likely in
21 reference to Melissa's last email.

22 A. That seems logical.

23 Q. Okay. And then down at the bottom, page -- I
24 think it's Page 3 of 4 -- 3 and 4, that appears to be in
25 red, the responses from Kaiser Permanente with respect

1 to your questions; right?

2 A. Yes.

3 (Exhibit No. 9 marked.)

4 Q. (By Mr. Crisalli) Okay. Next, Exhibit No. 9.

5 A. I've read a lot of emails. I've read that.

6 Q. Okay. And is this an email string between
7 Monday, July 15, at 5:44 p.m., through Tuesday, July 16,
8 at 10:59 a.m.?

9 A. That's what it appears to be, yes.

10 Q. And is the discussion on this basically
11 whether Cedar Park would -- was evaluating options
12 between Cigna and Kaiser Permanente for its health
13 insurance plan?

14 A. That's what it appears, yes.

15 Q. And these emails discuss the various options
16 with respect to coverage for abortifacient services or
17 abortion services?

18 A. Yes.

19 Q. Okay. Go to the bottom, the one with -- in
20 red. It has a red line. I think it's Page 3, Bates
21 stamped Cedar Park 000223.

22 A. Okay.

23 Q. I'll try and use those Bates Stamps more often
24 just for both of our ease.

25 A. Okay. Thank you.

1 Q. The first response in red talks about: "If we
2 changed to Cigna, we would need decisions by this
3 Friday, July 19th"; is that correct?

4 A. That's what it appears Jami's saying, yes.

5 Q. So did that deadline change at all?

6 And then: "If we stay with Kaiser, we could
7 go out to July 26th"; is that correct?

8 A. That's what it says.

9 Q. Was it actually later?

10 A. I don't recall.

11 (Exhibit No. 10 marked.)

12 Q. (By Mr. Crisalli) Next -- here's the next,
13 Exhibit No. 10.

14 Since it's just one page, I'll start with a
15 question. It's a string of emails between Tuesday,
16 July 16, at 3:02 p.m., to Wednesday, July 17, 2019, at
17 4:26 p.m. Does that appear to be correct?

18 A. Yes.

19 Q. And it appears to discuss what options Cedar
20 Park would have if it chose Cigna with respect to
21 coverage for its employees.

22 A. That's not really correct.

23 Q. Okay. How is that incorrect?

24 A. The first email at 3:02, this only is
25 attempting to determine the impact on PPO employees

1 comparing Cigna's network to Kaiser's.

2 Q. Okay. And did Kaiser have both an HMO and a
3 PPO?

4 A. Yes.

5 Q. Do you understand what those terms mean, HMO
6 and PPO?

7 A. Actually, I do.

8 Q. What is an HMO?

9 A. An HMO is a health maintenance organization
10 where care is provided generally through a primary care
11 physician.

12 Q. And what is a PPO?

13 A. Again, I'm not a total expert in this, but
14 it's a preferred provider organization with the most
15 significant difference between that and an HMO being
16 that an employee on a PPO plan can choose their own
17 providers.

18 Q. And do you know whether the employees at Cedar
19 Park have a preference of being in an HMO versus PPO?

20 A. I can make an assumption based on the number
21 of employees enrolled at that time. 40 percent were
22 enrolled in an HMO and 60 percent were enrolled in a
23 PPO.

24 MR. CRISALLI: We've been going for a
25 little while. I know we had a break because of Zoom.

Page 50

1 Do you want to keep going or do you want to take a
2 break?

3 MR. THERIOT: I guess, that's a -- I was
4 just going to ask the question: Do you want to take one
5 break before lunch and then come back?

6 MR. CRISALLI: That's fine by me. I can
7 go forever, but I know other people can't.

8 MR. THERIOT: Yeah. Do you want to take
9 about ten minutes?

10 THE DEPONENT: Yeah, I think that'd be
11 great.

12 MR. CRISALLI: Off the record. We'll do
13 a ten-minute break, back at 10:55.

14 (A break was taken from
15 10:44 a.m. to 10:55 a.m.)

16 (Exhibit No. 11 marked.)

17 Q. (By Mr. Crisalli) And do you still understand
18 that you are under oath for purposes of this deposition?

19 A. Yes.

20 Q. Okay. I put in the chat Exhibit No. 11.
21 Please take a moment to review. Let me know when you're
22 ready.

23 A. All right.

24 Okay.

25 Q. Is this an email string between July 18, at

1 11:38 p.m., through July 22nd, 8:06 a.m. of 2019?

2 A. Yeah, that's the string.

3 Q. And this string appears to be discussing
4 different kinds of services offered by Cigna's plan; is
5 that correct?

6 A. Yes.

7 Q. Including in the email dated July 22, 2019;
8 right?

9 A. What's your question?

10 Q. Oh, that -- that email on July 22, 2019,
11 includes discussion about preventative prescription
12 coverage in -- with Cigna.

13 A. Yes.

14 Q. Okay. I think, and I'll get to this later,
15 but on the first page, there appears to be a PDF
16 attached; is that right?

17 A. Yeah, that's what it looks like.

18 Q. Okay. I'll cover this in a subsequent
19 exhibit. I just wanted to make sure that there was an
20 attachment.

21 Second is -- so you received a proposal for
22 Cigna on July 18, 2019, for purchasing a health plan.

23 A. Well, I can't see the proposal, but that
24 appears to be what it would look like.

25 Q. And even notwithstanding this email, did Cedar

Page 52

1 Park receive a proposal for a health plan for 2019 from
2 Cigna?

3 A. In the summary from the broker listing the
4 plans that we were considering, there were Kaiser plans
5 and Cigna plans.

6 (Exhibit No. 12 marked.)

7 Q. (By Mr. Crisalli) All right. I'm putting in
8 Exhibit 12. And my only hope -- this is a lengthier
9 group of emails, it appears to be one string from what
10 I've been able to assess from when I reviewed it.

11 Is that just -- this is a string regarding the
12 choice of Cedar Park to renew with Kaiser Permanente for
13 the 2019 health plan.

14 A. And so the earliest one's at the beginning,
15 the latest one's at the end?

16 Q. Yeah, I think so.

17 A. Okay.

18 Q. Which is at least August 8th, but there
19 might -- that might be in a response to something.

20 It looks like there might be emails even into
21 August 13th. Really, I'm just hoping that this verifies
22 the communications that were going on at the time for
23 purposes of selecting Kaiser Permanente and not
24 selecting Cigna.

25 A. Okay. This just goes forever. Sorry, I'm

1 reading as fast as I can.

2 Q. (By Mr. Crisalli) No worries. I think this is
3 the longest one.

4 A. Praise God.

5 (Pause in the proceedings.)

6 Q. (By Mr. Crisalli) What page are you on in your
7 review, because I may be able to shorten this up?

8 A. 31.

9 Q. Okay. Let's go to the first -- oh, sorry.
10 That was the next exhibit. Please continue on. Sorry,
11 I was trying.

12 A. Yeah. A little more than half.

13 (Pause in the proceedings.)

14 THE DEPONENT: Okay. Well, I at least
15 got to the bottom.

16 Q. (By Mr. Crisalli) Okay. And this series of
17 emails discusses Cedar Park's choice to pick Kaiser
18 Permanente over -- to pick -- renew its plan with Kaiser
19 Permanente; correct?

20 A. There's emails in there talking about us
21 picking Kaiser. I think that email's repeated a few
22 times. Then, there's other ones about questions that
23 would indicate we were looking at switching to another
24 plan.

25 Q. Okay. All right. We're done with that one.

Page 54

1 A. Praise God.

2 (Exhibit No. 13 marked.)

3 Q. (By Mr. Crisalli) Yes.

4 Exhibit 13, fortunately, much shorter. And
5 let me just take a quick look. If you want to just give
6 me a minute, please.

7 (Pause in the proceedings.)

8 Q. (By Mr. Crisalli) Okay. These appear to be
9 emails discussing -- let me pull that up, sorry -- Cedar
10 Park's selection to renew Kaiser Permanente and then how
11 to implement that; correct?

12 A. Yeah. That's what it appears to be from my
13 cursory review.

14 Q. And that includes some discussion on Cedar
15 Park's objection to coverage for abortion and certain
16 contraceptives; right?

17 A. Yes, that's what it appears.

18 (Exhibit No. 14 marked.)

19 Q. (By Mr. Crisalli) Okay. Now, to -- finally,
20 it's not an email.

21 A. Yeah.

22 Q. And, really, I mean, this is a 32-page
23 document. Do you recognize the document?

24 A. It looks like the renewal document we get
25 every year after we've made a selection.

Page 55

1 Q. Okay. Is it after you make a selection or
2 proposals for how to determine what your selection's
3 going to be?

4 A. We receive portions of this, primarily, the
5 cost outlines, prior to making a decision and this kind
6 of summarizes everything decided.

7 Q. Okay. This was presented in June -- on
8 June 10, 2019 -- is that correct? -- looking at the
9 first page?

10 A. Well, then my previous answer was incorrect
11 then. If this was -- I didn't see the date June 10th,
12 so this would've been a document prior to our making a
13 decision.

14 Q. Okay. And the reason why I ask that is go to
15 Page 2.

16 A. Okay.

17 Q. Is this a discussion of potential plans for
18 Cedar Park to purchase for 2019?

19 A. Yes, that's what it appears to be.

20 Q. And it looks like it provides four different
21 fields; right?

22 A. Yes.

23 Q. Do you know whether Cedar Park had this
24 information at least in June of 2019?

25 A. I'm not positive, but I would assume so since

1 it's dated June.

2 Q. But at least Cedar Park probably had this
3 information sometime between June of 2019 and
4 September 1 of 2019; right?

5 A. Yes. Yeah.

6 Q. Okay. And this covers -- is it providing
7 three different options for a health plan?

8 A. Yes.

9 Q. And there's a negotiated Kaiser Permanente, do
10 you know what that is?

11 A. Yes.

12 Q. What is that?

13 A. That is the best proposal that our broker was
14 able to negotiate with Kaiser to renew our prior year's
15 plan.

16 Q. Okay. And just to make sure I understand the
17 fields for how one thing you might be looking to
18 evaluate would be combined annual costs. What does that
19 field represent? What's your understanding of that
20 field?

21 A. So are you referring to the one right above
22 the little reminder in blue there at the bottom?

23 Q. Yeah. Do you have the -- the field that
24 says -- above that in bold, you've got the combined
25 medical/HSA/HRA annual cost.

1 A. And what's your question?

2 Q. Do you understand what -- what the field
3 represents?

4 A. Yes.

5 Q. What does it represent?

6 A. That field represents the estimated cost for
7 the next year based on the premiums for employees on a
8 PPO plan, HMO plan, Cedar Park's contribution to a
9 health savings account, and Cedar Park's contribution
10 for health reimbursement arrangements.

11 Q. Is it appropriate to generally think of this
12 as the total cost for the health insurance plans for
13 Cedar Park? Excluding dental, how about that?

14 A. Not -- it's an estimate.

15 Q. Okay. That's fair. But it's an estimate of
16 what the total cost for medical insurance for Cedar Park
17 would be based on prior trend?

18 A. Yes.

19 Q. Okay. And in looking at that, it looks like
20 the negotiated Kaiser Permanente plan would be \$916,314.
21 Did I read that correctly?

22 A. Yes.

23 Q. And then there's two alternatives that are
24 provided; is that right?

25 A. Yes.

Page 58

1 Q. One is from Cigna fully insured. Did I read
2 that correctly?

3 A. Yes.

4 Q. What is your understanding of what that plan
5 would offer?

6 A. That's a -- a huge question. Can you be more
7 specific?

8 Q. Do you know what it -- well, I'll backtrack.
9 The other option is a Cigna alternative --
10 excuse me -- Alternative 2 is Cigna level-funded. Did I
11 read that correctly?

12 A. Yes.

13 Q. Do you have a rough understanding of the
14 difference between a level-funded and a fully funded
15 plan?

16 A. Well, you mean a fully insured plan and a
17 level --

18 Q. Yeah. Fully insured. Excuse me. Let me
19 repeat that question so I got the terminology correct.

20 Do you have a rough understanding of the
21 difference between a fully insured plan and a
22 level-funded plan?

23 A. Yes.

24 Q. What's the difference?

25 A. My understanding of the main difference is

1 that a fully insured plan provides specific costs for
2 employees on an HMO or a PPO plan per month per
3 employee. And a level-funded plan is somewhat similar
4 except there is a degree of potential higher risk or
5 gain for an organization with a level-funded plan.

6 Q. And -- oh, go ahead.

7 A. I just didn't hear you for a minute. I
8 thought you might have been muted.

9 Q. Okay. Was your answer complete?

10 A. Yes.

11 Q. Okay. Did you understand whether this
12 Alternative 1, fully insured Cigna plan, would be able
13 to accommodate Cedar Park's religious objections to
14 abortion and/or certain contraceptives?

15 A. I'm not sure that Cigna ever addressed our
16 objections to abortions and abortifacient medications
17 for their fully funded plan.

18 Q. Okay. In the remember section, can you read
19 the last bullet point?

20 A. Okay.

21 Q. And does that point provide elective abortions
22 are not covered for both the Cigna fully insured and the
23 Cigna level-funded plan?

24 A. That's what it states.

25 Q. Okay. So would you understand the same

Page 60

1 offering to be with -- going back to the question: Does
2 that change your testimony as to whether you understand
3 the fully insured -- or Cigna alternative plan to
4 accommodate your religious objections to abortion and
5 certain contraceptives?

6 A. This proposal was June 10th. And if Jami and
7 the brokers had written that that's what they are
8 excluding there, I believe we requested documentation
9 from Cigna regarding that, in writing, because we were
10 being told by Kaiser and other carriers they would not
11 do that.

12 Q. And did you receive a response that Cigna
13 would be able to accommodate that in writing?

14 A. To my understanding, not for a fully insured
15 plan.

16 Q. Okay. For the level-funded plan provided by
17 Cigna, would that -- was your understanding -- Cedar
18 Park's understanding that that plan could provide
19 exclusions for abortion and certain contraceptives
20 consistent with Cedar Park's religious beliefs?

21 A. Yes.

22 Q. And, in reviewing this, the combined
23 medical/HSA/HRA annual cost for the Alternative 1 Cigna,
24 was that 894 -- \$890,408 for 2019?

25 A. Based on all the same assumptions as the other

1 alternates.

2 Q. And then for the level-funded Cigna,
3 Alternative 2, was estimated at \$913,381; is that right?

4 A. That's what this states, yes.

5 Q. And you would agree, as a matter of math, that
6 those are both less than \$916,314?

7 A. Mathematically, looking at the numbers, yes.

8 Q. And Cedar Park did not select either the
9 fully -- did not select the fully insured Cigna plan;
10 correct?

11 A. Correct.

12 Q. And Cedar Park did not select the level-funded
13 Cigna plan; correct?

14 A. Yes, that's correct.

15 Q. Why did Cedar Park decide not to purchase
16 either of those plans in 2019?

17 A. Our broker had advised us that Cigna generally
18 brings in a low rate in the first year and then
19 significantly increases rates in future years, so the
20 ability for Cedar Park in future years to provide
21 high-quality health plans for our employees would've
22 been in question because of increased costs among other
23 things.

24 Q. So Cedar Park selected -- or elected not to
25 purchase Cigna because of the increased costs it thought

1 might occur later. Is that a fair statement of your
2 testimony?

3 MR. THERIOT: Objection.
4 Mischaracterization of his testimony.

5 Q. (By Mr. Crisalli) You may answer.

6 A. That was one consideration.

7 Q. What other considerations were there?

8 A. Kaiser does not provide services to any other
9 preferred provider organization, meaning that a switch
10 to Cigna would require all Cedar Park employees and
11 family members using the Kaiser HMO to find new
12 providers.

13 Q. Would you agree that it is a choice for Cedar
14 Park whether to make a switch based on preferred
15 providers? In other words, it's not mandated to make a
16 switch or stay with Kaiser Permanente based on whether
17 they use preferred providers or not?

18 A. I -- I would agree that it's Cedar Park's
19 choice to select its healthcare provider.

20 Q. And -- and is the selection of -- based on
21 finances related to Cedar Park's religious beliefs?

22 A. That seems like two questions.

23 Q. Okay. You stated that, from what I've heard,
24 the two reasons that Cedar Park did not select Cigna was
25 it thought -- it believed that the cost would increase

1 years later. That's one; correct?

2 A. That's what we were advised by our broker.

3 Q. And the other was that the employees would
4 have to change their preferred providers because of
5 switching from the Kaiser system to a Cigna system; is
6 that correct?

7 A. To Cigna's preferred provider network. Those
8 were the two I mentioned so far.

9 Q. Are there other reasons why you decided not to
10 go with Cigna?

11 A. Yes.

12 Q. What are those?

13 A. A fully funded plan -- in a fully funded
14 insurance plan, all risk for claims exceeding premiums
15 is borne by the carrier. That is not true with a
16 self-funded plan, a level-funded plan.

17 Q. And when you talk about risk, you're talking
18 about financial risk in paying for the services; is that
19 correct?

20 A. No.

21 Q. What kind of risk are you talking about?

22 A. One of the main criteria that insurance
23 companies use when bidding a fully insured plan or a
24 level-funded plan for Cedar Park is our experience,
25 which is the amount of claims in the -- annually

1 compared to the annual premiums.

2 Q. And you would agree that that analysis is a
3 mathematical technical analysis, not one done based on
4 Cedar Park's religious beliefs; correct?

5 A. I believe so.

6 Q. And are there any other reasons why Cedar Park
7 did not select Cigna?

8 A. Which Cigna plan are we talking about?

9 Q. Either of them.

10 A. With the level- -- with any level-funded plan,
11 there is risk and reward to the company with a
12 level-funded plan. If Cedar Park's utilization of
13 high-cost claims increased, with a level-funded plan,
14 the majority of those costs would likely be passed on to
15 Cedar Park in higher future premiums.

16 Q. And the analysis of that risk, again, is based
17 on market principles instead of Cedar Park's religious
18 beliefs; correct?

19 A. I can't speak for the insurance companies, but
20 I would think so.

21 Q. You have no reason to believe that it's
22 because of Cedar Park's religious beliefs that that risk
23 calculation would -- is altered because Cedar Park's a
24 church as compared to anything else, do you?

25 A. No.

1 Q. Have you reviewed the complaints and
2 supplemental complaints in preparation for this
3 deposition?

4 A. I have read them.

5 Q. Would Cedar Park agree that no complaint or
6 pleading filed by Cedar Park mentions that Cedar Park
7 looked at or considered Cigna as a potential insurance
8 carrier?

9 MR. THERIOT: Objection to the extent
10 that it calls for a legal conclusion.

11 THE DEPONENT: Yeah. I -- I'm not sure.

12 (Exhibit No. 15 marked.)

13 Q. (By Mr. Crisalli) I have Exhibit 15.

14 Before we go to 15, and this is -- 15's a
15 quick one. But in your discussions, did you primarily
16 communicate with Jami about the plans and then some
17 Melissa from Gallagher? Or, excuse me, I think I said
18 Melissa. I think I meant Melinda.

19 A. Okay.

20 Q. Yeah.

21 A. That was confusing.

22 Q. Yeah.

23 A. Primarily, yes, with Jami and Melinda.

24 Q. Were your communications primarily via email?

25 A. Primarily.

1 Q. Did you have phone calls with them or
2 in-person meetings with them from time to time?

3 A. Yes.

4 Q. And do you -- do you recall any meetings where
5 you discussed Cigna as a potential plan for 2019?

6 A. I assume, based on your exhibit with the
7 June 10th document, that we would've met in person and
8 had those discussions, yes.

9 Q. Okay. That was going to be my next question
10 is: Were they the kinds of meetings where they present
11 their options to you like what's in Exhibit 14?

12 A. Was 14 the one we just looked at?

13 Q. Yes.

14 A. Yes.

15 Q. All right. Turning to Exhibit 15.

16 A. Well, that was a quick one. I'm through it.

17 Q. I'll try and keep those large ones away from
18 you from here on out, but I make no promises.

19 Is this an email string dated May 18, 2020, at
20 8:54 a.m. to May 18, I think, at 9:13 a.m.?

21 A. Yes, that's what it appears to be.

22 Q. And it looks, from the first email, that you
23 had forwarded a declaration from me filed in this
24 matter, and I asked questions about a potential plan.
25 Do you recall this?

Page 67

1 A. I don't recall this specific attachment, but I
2 believe this was in reference to new information from
3 either -- there might have been a Providence health plan
4 that we did not receive a bid on.

5 Q. And was your understanding the reason you did
6 not receive a bid on it was that Providence had chosen
7 not to enter the King County market?

8 A. Well, my understanding was that they were only
9 offering -- or maybe that is it. Hold on.

10 They were only offering individual plans in
11 our service area, yes.

12 Q. And did you understand that Providence had
13 offered, in other counties, plans that would be
14 consistent with Cedar Park's religious beliefs towards
15 abortion and certain contraceptives?

16 A. I don't know what relevance that would have,
17 but, no, I wasn't.

18 Q. Okay. Are you aware of that now?

19 A. No.

20 Q. Then why did you forward this particular plan?

21 A. Because I wanted to make sure that the plans
22 we reviewed, we had not missed a plan that would have
23 allowed us to provide a health care plan excluding
24 abortions and abortifacients in keeping with our
25 deeply-held religious beliefs.

Page 68

1 Q. I would like to turn now to the 2020 renewal.
2 Was the process the same for the 2020 renewal as far as
3 seeking -- strike that.

4 Did Cedar Park solicit bids from its broker
5 for plans that excluded abortion or certain
6 contraceptive services in the health plan?

7 A. For the next year, for 2020?

8 Q. For the next year beginning September 1, 2020.

9 A. Based on numerous prior conversations with our
10 broker, I think it's safe to say that Jami knew that if
11 there was a plan that was affordable, did not include
12 significant risk or negatively impact our employees, we
13 would want to know about those plans.

14 (Exhibit No. 16 marked.)

15 Q. (By Mr. Crisalli) I think we're on 16 on the
16 current exhibit, so I'm trying to make sure my numbering
17 is staying consistent.

18 Just looking at the first page, is this
19 document like Exhibit 14 but for the 2020 renewal cycle?

20 A. Yes, this would be a mid-process document.

21 Q. And it appears that it was presented on
22 July 9, 2020?

23 A. Yes, now that I know where to look for the
24 date.

25 Q. Okay. And looking at the second page, is the

Page 69

1 second page an outline of the costs for options for
2 medical plans for starting September 1, 2020?

3 A. Yes. This is showing four -- four columns,
4 essentially two options.

5 Q. Yeah. And this one, compared to 2019, it
6 looks to have two options for Kaiser Permanente and then
7 one Cigna option; is that correct?

8 A. Yes.

9 Q. And is your understanding that for the 2020,
10 the version -- the Cigna option would exclude abortion
11 and contraceptive services consistent with Cedar Park's
12 religious beliefs?

13 A. Yes. Because that is a level-funded plan, we
14 could exclude specific procedures.

15 Q. And do you know what the difference is between
16 the renewal and the negotiated options from Kaiser
17 Permanente?

18 A. Yes.

19 Q. What is it?

20 A. The second column renewal was Kaiser's
21 original rate increase based on prior years'
22 utilization, and the third column negotiated was a lower
23 rate that our broker was able to negotiate with Kaiser
24 for us.

25 Q. And the renewal rate was \$1,149,384 for the

Page 70

1 estimated annual cost; is that right? That was combined
2 costs.

3 A. That was Kaiser's original proposal.

4 Q. And then the negotiated rate was -- from
5 Kaiser was \$1,099,092; is that correct?

6 A. Yes.

7 Q. And then the Cigna fund was 1,140,925;
8 correct?

9 A. According to this document, yes.

10 Q. Do you know if there were any other plans for
11 the 2020 cycle that your broker reviewed that -- aside
12 from Providence, it sounds like, and Cigna, we'll say,
13 that provided for an exclusion for services to which
14 Cedar Park had a religious objection?

15 A. So the -- that's seems like two questions
16 again. Can you clarify?

17 Q. Yeah. Were there any other plans, aside from
18 those that we've talked about already, that your broker
19 reviewed as potential plans for 2020 that were
20 consistent with Cedar Park's religious beliefs?

21 A. There are -- there were no plans other than a
22 level-funded plan or self-funded plan that would allow
23 us to exclude abortions or abortifacient drugs based on
24 Washington State Bill 6219.

25 (Exhibit No. 17 marked.)

1 Q. (By Mr. Crisalli) Putting in Exhibit 17.

2 A. This is the same one or a new one?

3 Q. This is a new one.

4 A. Okay. Well, that one I read fast.

5 Q. Great.

6 Do you recognize this document?

7 A. Yes.

8 Q. And this is an email received July 14, 2020?

9 A. That's what it appears to be.

10 Q. And it appears to describe, from Cigna's
11 compliance team, their policies towards dealing with
12 religious objections, particularly to contraceptives and
13 abortion; correct?

14 A. Yes.

15 Q. And this includes the same language of that
16 other document where we talked about Cigna's compliance
17 or how Cigna implemented a religious objection; is that
18 correct?

19 A. It appears to be stating that the policy must
20 cover abortions and contraceptives.

21 Q. But it also includes that third paragraph that
22 provides: "An employer with a religious or moral tenet
23 opposed to a specific service is not required to
24 purchase coverage for that service if they object for
25 reason of religion or conscience."

Page 72

1 Did I read that first sentence of the third
2 bullet correctly?

3 A. Yes.

4 Q. And then the next sentence: "In other words,
5 an employer may exclude coverage for contraceptives and
6 abortion if that employer objects to providing that
7 coverage due to religious or other beliefs."

8 Did I read that correctly?

9 A. Yes.

10 Q. And this is likely with regard to the
11 level-funded plan that was submitted in the 2020
12 alternative presentation; is that correct?

13 A. Let me check. July 9th was that proposal.
14 This is July 14th, so that's likely correct.

15 Q. Hold on a second. I need to rename a document
16 because my numbering is a little off.

17 A. Okay.

18 (Exhibit No. 18 marked.)

19 Q. (By Mr. Crisalli) And do you recognize this
20 document?

21 A. I don't recall getting the email, but I
22 recognize the content of it. And it's sent to me, so
23 I'd say yes.

24 Q. And it appears that -- particularly, beginning
25 on Page 2 through 7 is providing based on different --

Page 73

1 let me take a step back for a bigger picture.

2 What's going on, in your understanding, in
3 Pages 2 through 7 by all the different alternatives?
4 And if you want to speak generally to that, I just want
5 to kind of make sure I know what this document's doing
6 and how it was used by Cedar Park.

7 A. One of the strategies that -- that Cedar
8 Park's used successfully in the past is, whenever
9 allowed by law, increasing the deductible amount to
10 decrease premium costs, and that, I believe, is what we
11 were doing this year.

12 Q. So as I read the different alternatives, it's
13 looking at if you change the deductible or premium rate,
14 what the total cost might end up being based on the
15 assumptions built within the model; is that correct?

16 A. Essentially, yes.

17 Q. And included within this analysis, beginning
18 on Bates Stamp -- it looks like Cedar Park 000479, they
19 included an analysis with respect to Cigna; right?

20 A. Yes.

21 Q. And the same with -- it looks like throughout
22 the document, there's both a Kaiser with multiple
23 alternatives and Cigna with multiple alternatives; is
24 that right?

25 A. Yes.

Page 74

1 Q. And this is probably building in the same
2 assumptions about the Cigna plan with respect to the
3 exercise of Cedar Park's objections to abortion and
4 certain contraceptives; correct?

5 A. What do you mean by that specifically?

6 Q. In looking at the Cigna plans, embedded is an
7 assumption that there will be an exemption for abortion
8 services and certain contraceptives consistent with
9 Cedar Park's religious beliefs.

10 A. Yes. Along with all of the other
11 considerations of a level-funded versus a fully-insured
12 plan, which Cigna chose not to bid that year.

13 Q. And in the end, for 2020, Cedar Park renewed
14 with Kaiser; right?

15 A. Yes.

16 Q. Using the negotiated plan, I would assume?

17 A. Oh, man.

18 Q. Or did the -- I'll take a step back.

19 Did Cedar Park purchase the renewed plan or
20 the negotiated plan?

21 A. What page are you on? Which page?

22 Q. It's not a page on this document. I'm just
23 asking generally.

24 So if you need this document to help refresh
25 your recollection, please feel free to take a look.

1 A. Yeah. In looking at it, I believe we went
2 with Alternative 2 or 3 because they had higher
3 deductibles and, thus, the total cost was slightly less.

4 Q. But looking at the -- so as I read that one,
5 on Page 2, which is Bates Stamp 000478, Cedar Park, the
6 combined medical/HSA/HRA annual cost was \$1,001,027 for
7 Alternative 2; is that correct?

8 A. That's what I see, yes.

9 Q. And then for Alternative 3 it was 1,007,352 or
10 -62?

11 A. I enlarged my screen, it's -352.

12 Q. Yeah, we're all getting old.

13 And so, in the end, Cedar Park selected one of
14 these, likely either Alternative 2 or 3, as its plan for
15 the 2020 year; correct?

16 A. I am almost positive that we went with a
17 higher-deductible plan that year. I would have to
18 double-check to be certain, but that could be
19 Alternative 2 or 3. I can't remember what those
20 differences are.

21 Q. Okay. Are the reasons that Cedar Park did not
22 select Cigna the same as the reasons it did not select
23 Cigna in 2020 -- or 2019?

24 A. Primarily, I would say yes.

25 Q. Okay. Were there any different reasons why

Page 76

1 Cedar Park did not select Cigna in 2020, either new or
2 situations that didn't apply than those in 2019?

3 A. Let me check something here.

4 Okay. I was checking in the proposal. Repeat
5 the question for me, please?

6 Q. Were there any reasons why that are different
7 from 2019 as to why Cedar Park did not select Cigna
8 in 2020?

9 A. There may have been.

10 Q. Okay. What might those have been, those
11 different reasons?

12 A. The fact that Cigna, this year, would not bid
13 a fully funded plan may have been a consideration, and
14 our increased stop-loss experience in the prior fiscal
15 year compared to other fiscal years.

16 Q. And what's a stop-loss?

17 A. Those are plans under -- those are plans, I
18 guess, under any of the insurance options where the
19 carrier either puts money into a pool for claims that
20 reach a certain threshold or they buy outside stop-loss
21 insurance where once a claim hits a particular amount,
22 it is paid for by that policy or pool rather than
23 costing the carrier dollar for dollar for all of those
24 claims.

25 Q. No part of that calculation involves or

Page 77

1 relates to whether Cedar Park has religious beliefs;
2 correct?

3 A. I don't believe so.

4 Q. For 2021, the plan beginning in 2021,
5 September 1, 2021, did Cedar Park follow, generally, the
6 same process it had the previous years on using a broker
7 to purchase that insurance plan?

8 A. Essentially, yes.

9 Q. Okay. And, in the end, Cedar Park purchased a
10 Kaiser Permanente plan again; right?

11 A. Do you have the 2021 proposal from our broker?

12 Q. I do. I'm going to first talk about an email
13 then we'll do that, okay? Just to set up the...

14 Apologies. I'm renaming something so it takes
15 a minute.

16 A. Okay.

17 (Exhibit No. 19 marked.)

18 MR. THERIOT: Do you see it there, Steve?

19 Q. (By Mr. Crisalli) Yeah, sorry. Exhibit 19 is
20 in there.

21 A. I'm enjoying my water too much.

22 Q. And, really, I'm focusing on Page 1 starting
23 at the -- your email March 24, 2021, at 11:22 a.m.

24 A. Okay. I've read that.

25 Q. In your -- this is an email from you to

Page 78

1 Melissa Knauss on Wednesday, March 24, at 11:22 a.m.; is
2 that correct?

3 A. Yes, that's what it appears.

4 Q. And you start off with: "This is a toned-down
5 email I would like to send to Jami. I don't want to
6 send it until you and I have had a chance to talk about
7 but I'm hopping mad. Steve."

8 Do you recall saying that?

9 A. Well, typing it, I mean, that sounds like me.

10 Q. Why did you say that you were hopping mad?

11 A. Because prior to this, every single month, we
12 would get a 12-month rolling report from Kaiser showing
13 our utilization of premiums versus claim costs, and they
14 have just notified us that they wouldn't be doing that
15 anymore.

16 Q. And what did you use those reports for?

17 A. Those reports gave us an idea for budgeting
18 purposes of how our utilization looked. And by
19 calculating the claims utilization to premiums, that
20 would give me an idea of whether or not we seem to be on
21 track for higher premiums or we were in a position to
22 ask for lower premiums in the next plan year.

23 Q. In the last paragraph, you say: "You can ask
24 what rate they will give if we don't shop, but I'm
25 pretty done with Kaiser based on this nonsense if I

Page 79

1 don't get my utilization reports, at least for April
2 like before, if that's when they're giving us our
3 proposed rates."

4 Did I read that correctly?

5 A. Mm-hmm.

6 Q. So at this point, were you seriously -- was
7 Cedar Park considering leaving Kaiser Permanente?

8 A. Based on the lack of information I was getting
9 and other points that I referenced here, there was
10 something I can't recall the details about, obesity
11 rates that they were throwing and it seemed to me this
12 was just a play to be able to give us their maximum
13 annual rate increase.

14 Q. And none of these rates are related to Cedar
15 Park's expression of its religious beliefs; right?

16 A. I don't believe so.

17 Q. Did Cedar Park solicit bids for the 2021 year
18 from plans other than Kaiser Permanente?

19 A. I believe I did. Do you have our -- is that
20 the thing you just --

21 (Exhibit No. 20 marked.)

22 Q. (By Mr. Crisalli) Yes. I put in Exhibit 21 --
23 or, 20, excuse me. I'm looking at the first page.

24 A. Yeah, I'm trying to get the thing to open.

25 Oh, there we are. Okay.

Page 80

1 Q. Is this exhibit like Document 18 and, what,
2 16? Excuse me, Documents 16 and 14?

3 A. Which are the documents for the '19 and '20
4 plan years from Gallagher?

5 Q. Yes.

6 A. Yes. This would be the similar, not
7 pre-renewal but mid-renewal document from them.

8 Q. And this is a document that's dated
9 June 28, 2021; right?

10 A. Yup.

11 Q. And if you go to the second page, this appears
12 to be the proposal for medical for a different option;
13 is that right?

14 A. Just a second. I'm scrolling to make sure I
15 know everything in here.

16 Okay. Sorry, your question, then, was on
17 Page 2?

18 Q. Yeah, Page 2. Is that the presentation of
19 different options for medical for 2021?

20 A. Yes.

21 Q. And this appears to just have two options is
22 my read; is that right?

23 A. Oh, I see. The Kaiser -- the second column,
24 the Kaiser Permanente, and the Regence BlueShield
25 column, yes.

Page 81

1 Q. Correct.

2 Do you know if your broker solicited bids from
3 any other healthcare insurance carrier?

4 A. Yes.

5 Q. And did they?

6 A. Yes.

7 Q. How many did they solicit bids from?

8 A. Five plans other than Kaiser Permanente.

9 Q. Okay. Were you reading anything -- and I'm
10 trying to figure out your counting, but if you were just
11 thinking to yourself and counting? I didn't know if you
12 were reading something.

13 A. No, it's Page 17 of the document you just sent
14 me.

15 Q. Okay. Okay. And do you know whether any of
16 those plans included an exception for abortion or
17 contraceptive -- certain contraceptives consistent with
18 Cedar Park's religious beliefs?

19 A. I don't believe any did with the exception of
20 Cigna. It doesn't state here, but I believe they were
21 re quoting their level-funded plan from the year before.
22 Everything else was fully insured.

23 Q. And do you know whether the Regence plan,
24 provided on Page 2 as an alternative, whether that plan
25 offered an exemption for abortion and certain

1 contraceptive services consistent with Cedar Park's
2 religious belief?

3 A. My understanding is they did not.

4 Q. And Cedar Park again renewed with Kaiser
5 Permanente for 2021; is that correct?

6 A. Yes.

7 Q. And why did it choose Kaiser Permanente over
8 Regence BlueShield?

9 A. All the same factors that we consider always,
10 the cost of the plan, the access to providers that it
11 provides our staff, the likelihood of future increases
12 being exorbitant. Those are kind of my big three.

13 Q. And for the 2022 cycle, the plan taking effect
14 September 1, 2022, did Cedar Park approach its broker
15 about soliciting additional bids?

16 A. Yes.

17 Q. And did it receive any alternatives?

18 A. I would have to check. I don't...

19 (Exhibit No. 21 marked.)

20 Q. (By Mr. Crisalli) Okay. I put in Exhibit 21.

21 So, first, this document looks to me a little
22 different from Exhibits 21 -- or, excuse me -- 20, 16,
23 and 14. I'm trying to figure out if this is the same
24 kind of presentation that occurred with respect to those
25 documents.

Page 83

1 A. Okay. Let me...

2 Okay. So what's your question again? Now,

3 I --

4 Q. Okay. Just so I -- I'll start over.

5 Do you recognize this document?

6 A. Yes.

7 Q. What is this document?

8 A. It is a mid-renewal document outlining all of
9 our options from Gallagher for the plan beginning
10 September 1, 2022.

11 Q. And this document's dated June 1, 2022; is
12 that correct?

13 A. Yup.

14 Q. As I reviewed this document, I did not see any
15 options provided for health -- a health insurance
16 carrier. Is there -- is that correct?

17 A. This document does not include a list of
18 carriers that -- other carriers that were solicited.
19 That's correct.

20 Q. Okay. I think it's likely I don't have the
21 analysis document that happens later in the cycle
22 through the course of discovery. At least, I haven't
23 seen it in my review of the documents for 2022.

24 Can you tell me if you recall what other plans
25 Cedar Park considered for the 2022 purchase?

Page 84

1 A. Hang on. Let me check one thing here.

2 Q. And before you go and check, I just want to --
3 are you looking at Exhibit 21, or are you looking at
4 something else?

5 A. Yes, 21. Yeah, I was just -- so go on.

6 Q. Oh, what -- do you recall what health
7 insurance carriers Cedar Park reviewed for the 2022
8 purchase?

9 A. I believe that my instruction to my broker --
10 well, my instruction to my broker is always, "Get me
11 options," unless it's in a year where we are negotiating
12 a rate reduction with Kaiser that nobody else would be
13 able to do. And, in those cases, it's, generally, we
14 won't go out to bid, but you drop your prices to where
15 we feel we couldn't do any better.

16 I believe my broker did go to other carriers
17 this year, and I believe all of them declined to
18 cover -- to quote or felt that they would be
19 noncompetitive.

20 Q. And, in the end, Cedar Park purchased a Kaiser
21 plan or renewed its Kaiser plan as negotiated; correct?

22 A. Yes.

23 Q. Has Cedar Park ever reached out to the Office
24 of Insurance Commissioner to determine whether there was
25 a plan available in the market that would accommodate

1 Cedar Park's religious beliefs?

2 A. I'm not sure.

3 Q. Did Cedar Park ever access the Office of
4 Insurance Commissioner's website and research what plans
5 are available that might be consistent with Cedar Park's
6 religious beliefs?

7 A. I don't know.

8 Q. Did Cedar Park reach out to any other state
9 agency to determine whether there is a health plan
10 available on the market that would accommodate Cedar
11 Park's religious belief?

12 A. I don't know.

13 MR. CRISALLI: All right. So let's go
14 off the record.

15 MR. THERIOT: Okay.

16 (Discussion off the record.)

17 (A break was taken from
18 12:26 p.m. to 12:34 p.m.)

19 Q. (By Mr. Crisalli) Sir, do you understand you
20 are still under oath?

21 A. Yes.

22 Q. Did Cedar Park conduct any independent
23 research into different ways it could purchase health
24 insurance while exercising its religious objections to
25 abortion and certain contraceptives?

1 MR. THERIOT: Objection. Vague.

2 THE DEPONENT: Yeah. I'm not quite sure
3 what you mean. Other ways?

4 Q. (By Mr. Crisalli) To what degree did Cedar Park
5 investigate ways in which it could purchase health
6 insurance consistent with its religious objection to
7 abortion and certain contraceptives?

8 A. Gallagher is a large, nationwide broker. They
9 said there were none in King County. We talked to two
10 other insurance brokers, smaller companies who are eager
11 for our business, to see if they could offer any
12 alternatives, and they could not.

13 We talked to, actually, a nonmedical insurance
14 person in our congregation who just has knowledge of
15 medical to see if there were anything else, and we'd
16 consistently come up to the fact that because of State
17 Bill 6219, there are no plans other than level-funded or
18 self-funded that would allow us to enact a plan in
19 keeping with our deeply-held religious convictions.

20 Q. Is Cedar Park aware that there are plans
21 currently on the market that offer services consistent
22 with Cedar Park's religious belief?

23 A. Plans on the market, what do you mean?

24 Q. I mean health plans -- health insurance plans
25 on the market consistent with Cedar Park's religious

1 beliefs.

2 A. I'm aware of self-funded plans -- level-funded
3 plans or self-insured plans.

4 Q. Has Cedar Park had any discussions with
5 carriers about offering a plan that would be
6 consistent -- I'm talking carriers, not the broker, but
7 you, yourself, with carriers about offering a plan
8 consistent with Cedar Park's religious beliefs?

9 A. No, not directly.

10 Q. And you don't know of different methods in
11 which carriers could effect an exclusion in a plan for
12 abortion or contraceptives while being consistent with
13 Senate Bill 6219?

14 A. No, I don't.

15 Q. Have you ever contacted Kaiser Permanente
16 directly about its exclusion -- about whether it could
17 exclude abortion care in its plan?

18 A. I believe there are documents that we
19 submitted that -- that do address that.

20 Q. What's your understanding as to why Kaiser
21 Permanente will not offer a plan consistent with Cedar
22 Park's religious beliefs?

23 A. I believe that perhaps in that 61-page giant
24 email or in other communications, Kaiser has said that
25 after 6219 was enacted, they would not be able to do

Page 88

1 that, exclude abortions or abortifacients. But if 6219
2 was overturned, they would be able to, mid-plan, exclude
3 those abortion services.

4 Q. Do you think that -- does Cedar Park take the
5 position that the defendants violate its rights by if
6 Kaiser Permanente engages in an incorrect legal
7 analysis?

8 MR. THERIOT: Objection. Calls for a
9 legal conclusion.

10 THE DEPONENT: Yeah. I'm not even sure
11 what you're question is.

12 Q. (By Mr. Crisalli) Let's say Kaiser's wrong in
13 the law and their advice is bad. I want you to accept
14 that premise. Okay? Does that work?

15 A. Okay.

16 Q. Are the defendants, in this matter -- does
17 Cedar Park take the position that the defendants, in
18 this matter, are violating Cedar Park's religious rights
19 for that flawed assumption?

20 MR. THERIOT: Objection. Calls for a
21 legal conclusion and speculation.

22 THE DEPONENT: I -- that doesn't make
23 sense to me.

24 Q. (By Mr. Crisalli) What about it doesn't make
25 sense?

Page 89

1 A. I don't understand what you're -- why you're
2 talking about Kaiser's lawyers and Cedar Park.

3 Q. I'm saying what if Kaiser's wrong --

4 MR. THERIOT: Same objection.

5 Q. (By Mr. Crisalli) -- is that --

6 MR. CRISALLI: I'll finish the sentence
7 and allow you to get your objection.

8 MR. THERIOT: Sorry.

9 MR. CRISALLI: No worries.

10 Q. (By Mr. Crisalli) What if Kaiser's wrong on its
11 legal analysis? There are other plans that have been
12 approved that recognize individuals' or organizations'
13 religious objections. Is it -- are defendants
14 nonetheless violating Cedar Park's religious rights
15 because Kaiser has engaged in that flawed analysis?

16 MR. THERIOT: Same objection.

17 THE DEPONENT: We're not basing our
18 opinion on what Kaiser said. We're basing it on what
19 every single carrier has told our broker and our reading
20 of the law and our attorney's advice.

21 Q. (By Mr. Crisalli) Okay. Then, the same
22 question goes with respect to what if your broker is
23 wrong. Are the defendants liable or violating your
24 religious rights for a bad opinion by a broker?

25 MR. THERIOT: Objection. Vague. Calls

Page 90

1 for a legal conclusion.

2 THE DEPONENT: Again, it's -- it's the
3 broker, but it's also our attorney who has told us that
4 that's what the law says, and our experience that no
5 other -- no one will provide a plan like we had before
6 House Bill 6219 precluded us from excluding abortions as
7 we have in the past.

8 Q. (By Mr. Crisalli) I don't have any further
9 questions at this point. Thank you very much for your
10 time. I appreciate it.

11 MR. CRISALLI: Can go off the record?

12 MR. THERIOT: Okay.

13 (Deposition concluded at 12:42 p.m.)

14 (Signature reserved.)

15 --o0o--
16
17
18
19
20
21
22
23
24
25

Page 91

C E R T I F I C A T E

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

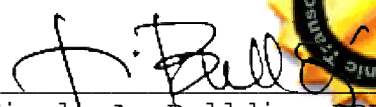
I, Nicole A. Bulldis, RPR, a Certified Court Reporter, do hereby certify under the laws of the State of Washington:

That the foregoing 30(b)(6) deposition upon oral examination of Cedar Park Assembly of God of Kirkland, Washington designee, Steven Orcutt, was taken stenographically by me on November 21, 2022 and transcribed under my direction;

That the witness was duly sworn by me to testify truthfully, and that the transcript of the deposition is full, true, and correct to the best of my ability;

That I am not a relative, employee, or counsel of any party to this action or relative or employee of such counsel, and that I am not financially interested in the said action or the outcome thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of December 2022.


Nicole A. Bulldis, RPR
AZ CCR No. 50955
WA CCR. No. 3384




Exhibit D



Gallagher

Insurance | Risk Management | Consulting



2019/2020 Employee Benefit Analysis and Recommendations

Proposed Effective Date: September 1, 2019

Jami Hansen, Area-Vice President/Client Consultant

Melinda Hansen, Client Manager

James Stanek, Benefit Analyst

Date Presented: June 10, 2019

IMPORTANT: This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



Cedar Park 000082



Medical

Cost Outline

PPO Plan

		Current Kaiser Permanente	Negotiated Kaiser Permanente	Alternative 1 Cigna	Alternative 2 Cigna
Monthly Rates				Fully Insured	Level-Funded
Employee Only	48	\$396.85	\$431.99	\$399.41	\$411.76
Employee + Spouse	5	\$876.79	\$954.44	\$882.26	\$909.55
Employee + Child(ren)	7	\$740.31	\$805.87	\$744.87	\$767.91
Employee + Family	9	\$1,220.25	\$1,328.31	\$1,228.16	\$1,266.14
PPO Plan Annual Cost	69	\$475,166	\$517,243	\$478,204	\$492,994
% Change			8.9%	0.6%	3.8%
\$ Change			\$42,077	\$3,038	\$17,828

HMO Plan

		Current Kaiser Permanente	Negotiated Kaiser Permanente	Alternative 1 Cigna	Alternative 2 Cigna
Monthly Rates				Fully Insured	Level-Funded
Employee Only	37	\$345.53	\$371.70	\$391.13	\$403.23
Employee + Spouse	4	\$763.40	\$821.22	\$864.03	\$890.75
Employee + Child(ren)	4	\$644.58	\$693.39	\$729.47	\$752.03
Employee + Family	1	\$1,062.45	\$1,142.91	\$1,202.73	\$1,239.93
HMO Plan Annual Cost	46	\$233,748	\$251,451	\$264,584	\$272,767
% Change			7.6%	13.2%	16.7%
\$ Change			\$17,703	\$30,836	\$39,019

HSA Annual Contribution	\$72,500	\$72,500	\$72,500	\$72,500
HRA Annual Contribution	\$70,537	\$75,120	\$75,120	\$75,120

Combined Medical/HSA/HRA Annual Cost	115	\$851,951	\$916,314	\$890,408	\$913,381
% Change			7.6%	4.5%	7.2%
\$ Change			\$64,363	\$38,457	\$61,430

Remember

- All plan options meet the requirements to be considered Minimum Essential Coverage and a Minimum Actuarial Value Plan.
- HSA funding assumes \$500 per individual and \$1,000 per family.
- Level Funded Arrangement offers 50% surplus share.
- Cigna Fully Insured rates are estimated based on 3% reduction to the Level-Funded rates.
- Cigna has agreed to pay for Single Billing Services.
- Elective abortions are not covered for both the Cigna Fully Insured and Cigna Level-Funded plans.

Prepared by:
 Gallagher

The information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 2
Cedar Park 000083

HRA Administration

Cost Comparison and Utilization

Administration Costs		Current NMR	Renewal NMR
Submission Fee (Per Employee)		\$40.00	\$40.00
Renewal Fee Per Plan Per Year		\$225.00	\$225.00
Total Annual Administration Cost		\$1,105	\$1,105

Reimbursement Limits		Current/Renewal NMR
PPO Plan Deductible		\$4,500/\$9,000
Employee	48	\$3,150
Employee & Family	21	\$6,300
HMO Plan Deductible		\$4,500/\$9,000
Employee	37	\$3,150
Employee & Family	9	\$6,300
Annual Maximum Liability		\$456,750

HRA Utilization Costs and Projections	2018 Reimbursements	1/1/2019 - 5/31/2019 Reimbursements	Current Year Completion Projection	Renewal Year Projection
Combined Plan Utilization	\$65,134	\$17,971	\$69,432	\$74,015
% of Max Utilization	14.3%	3.9%	15.2%	16.2%

Total Costs Projection	Current Projected	Renewal Projected
Total Administration Cost	\$1,105	\$1,105
Utilization Projected costs	\$69,432	\$74,015
Total HRA Annual Cost Projection	\$70,537	\$75,120

Remember

- HRA Utilization Projection is calculated based on current plan designs. If plan designs are changed, it will cause a change in utilization pattern. Actual utilization may vary.
- HRA projection trend: 6.6%

Prepared by:
 Gallagher

The information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 3
Cedar Park 000084



Medical

Benefit Outline - PPO Plan

PCY = Per Calendar Year	Current/Renewal Kaiser Permanente		Alternative 1 & 2 Cigna	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical Plan	Access PPO		Open Access Plus	
Annual Deductible (Individual/Family)	\$4,500/\$9,000		\$4,500/\$9,000	\$9,000/\$18,000
Coinsurance	10% (5% enhanced)*	30%	10%	30%
Annual Out-of-Pocket Maximum (Individual/Family)	\$6,550/\$13,100		\$6,550/\$13,100	\$13,100/\$26,200
Preventive Care	Covered in full	30% after deductible	Covered in full	Not covered
Outpatient Services				
• Office Visit	10% (5%*) after deductible	30% after deductible	10% after deductible	30% after deductible
• Specialist Visit	10% (5%*) after deductible	30% after deductible	10% after deductible	30% after deductible
• Diagnostic Lab & X-ray	10% after deductible	30% after deductible	10% after deductible	30% after deductible
• Surgery	10% after deductible	30% after deductible	10% after deductible	30% after deductible
• Rehabilitation	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 60 visits PCY		Up to 60 visits PCY	
Other Services				
• Chiropractic Care	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 8 visits PCY		Up to 12 visits PCY	
• Acupuncture	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 12 visits PCY		Up to 12 visits PCY	
Urgent Care	10% after deductible	30% after deductible	Covered in full after deductible	30% after deductible
Emergency Room (copay waived if admitted)	10% after deductible		10% after deductible	
Inpatient Hospitalization	10% after deductible	30% after deductible	10% after deductible	30% after deductible
Prescription Drug Plan	At Preferred Pharmacies		At Preferred Pharmacies	
Annual Deductible (Individual/Family)	Shared with medical		Shared with medical	
Annual Out-of-Pocket Maximum (Individual/Family)	Shared with medical		Shared with medical	
Retail Pharmacy (30-day supply)	After deductible...		After deductible...	
• Generic	\$10		\$10	
• Preferred Brand	\$35 (\$30*)		\$35	
• Non-Preferred Brand	\$70 (\$65*)		\$70	
• Specialty	Above cost shares apply		Above cost shares apply	
Mail Order (90-day supply)	3 x enhanced retail cost share*		2 x retail cost share	
Part D Creditable/Non-Creditable	Creditable		Creditable	
Formulary	KPWA Formulary		Cigna Advantage	

Remember

- For plan years beginning in 2019, non-grandfathered health plans must include embedded in-network self-only out-of-pocket limits for each family member if the family deductible or out-of-pocket maximum is over \$7,900.
- *Enhanced benefit applies when outpatient services are provided at a Kaiser Permanente facility.

Prepared by:



The information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 4

Cedar Park 000085



Medical

Benefit Outline - HMO Plan

	Current/Renewal Kaiser Permanente In-Network Only	Alternative 1 & 2 Cigna In-Network Only
<i>PCY = Per Calendar Year</i>		
Medical Plan	Core HMO	Open Access Plus
Annual Deductible (Individual/Family)	\$4,500/\$9,000	\$4,500/\$9,000
Coinsurance	10%	10%
Annual Out-of-Pocket Maximum (Individual/Family)	\$6,650/\$13,300	\$6,650/\$13,300
Preventive Care	Covered in full	Covered in full
Outpatient Services		
• Office Visit	10% after deductible	10% after deductible
• Specialist Visit	10% after deductible	10% after deductible
• Diagnostic Lab & X-ray	10% after deductible	10% after deductible
• Surgery	10% after deductible	10% after deductible
• Rehabilitation	10% after deductible	10% after deductible
	Up to 60 visits PCY	Up to 60 visits PCY
Other Services		
• Chiropractic Care	10% after deductible	10% after deductible
	Up to 10 visits PCY	Up to 12 visits PCY
• Acupuncture	10% after deductible	10% after deductible
	Up to 12 visits PCY	Up to 12 visits PCY
Urgent Care	10% after deductible	Covered in full after deductible
Emergency Room (copay waived if admitted)	10% after deductible	10% after deductible
Inpatient Hospitalization	10% after deductible	10% after deductible
Prescription Drug Plan	At Preferred Pharmacies	At Preferred Pharmacies
Annual Deductible (Individual/Family)	Shared with medical	Shared with medical
Annual Out-of-Pocket Maximum (Individual/Family)	Shared with medical	Shared with medical
Retail Pharmacy (30-day supply)	<i>After deductible...</i>	<i>After deductible...</i>
• Generic	\$20	\$10
• Preferred Brand	\$40	\$40
• Non-Preferred Brand	\$60	\$60
• Specialty	Above cost shares apply	Above cost shares apply
Mail Order (90-day supply)	3 x retail cost share	2 x retail cost share
Part D Creditable/Non-Creditable	Creditable	Creditable
Formulary	KPWA Formulary	Cigna Advantage

Remember

- For plan years beginning in 2019, non-grandfathered health plans must include embedded in-network self-only out-of-pocket limits for each family member if the family deductible or out-of-pocket maximum is over \$7,900.

Prepared by:
 Gallagher

The information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 5
Cedar Park 000086

Self-Funded Medical

Fixed Cost Comparison

Proposed	
Administration	
TPA	HMA
PBM	CVS Caremark
Network Option	Regence BlueShield
Administrative Fees	115
• Set-Up	\$3,500.00
• Plan Administration	\$28.60
• Network	\$5.50
• Care Management	\$3.75
• Fiduciary	\$2.00
• 24-Hour Nurse Line	\$0.65
• MD Live Telehealth w/ Behavioral	\$1.30
• Care Navigator	\$1.50
• Disease Management	\$3.00
• Cost Transparency Tool	\$1.50
• Maternity Management	\$350 per case
• Creditable Coverage Determination	2 \$385.00
Rate Guarantee	12 months
Annual Administration Cost	\$70,234

Remember

- Determination of employer prescription drug coverage meeting Medicare's Creditable Coverage Requirements - \$385 (fee is per Plan tested).


Self-Funded Medical

Stop Loss Comparison - Financial Analysis

Proposed	
Administration	
TPA	HMA
Stop Loss	
Reinsurer	Symetra
Quote Status	Preliminary
Individual Stop Loss (ISL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Deductible	\$100,000
• Accumulation Basis	Per member
• Annual Maximum	Unlimited
• Lifetime Maximum	Unlimited
• Run-In Limitation	N/A
Aggregate Stop Loss (ASL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Corridor	125%
• Annual Maximum	\$1,000,000
• Run-In Limitation	N/A
Additional Provisions	
• Aggregating Specific Deductible	None
• Specific Advanced Funding	Not Included
• Aggregate Accommodation	Not Included
• Retiree Coverage	Not covered
• Actively at Work	Waived w/ Disclosure
• No New Laser/Rate Cap	Not Included
Laser Liability	None
Rates Subject to Change	Lock w/ data through May
ISL Composite Rate 115	\$186.40
ASL Composite Rate 115	\$21.42
Annual Stop Loss Premium	\$286,792

Remember

- Second year stop loss renewal would be loaded by 15% for maturation factor. This does not include trend or claims renewal increases.

Prepared by:
 Gallagher

The Information contained herein is subject to the disclosures
 and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
 September 2019 - Page 7
 Cedar Park 000088

Self-Funded Medical

Expected & Maximum Claims Factor Comparison

Proposed	
Stop Loss	
Reinsurer	Symetra
Quote Status	Preliminary
Individual Stop Loss (ISL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Deductible	\$100,000
• Annual Maximum	Unlimited
Aggregate Stop Loss (ASL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Corridor	125%
• Annual Maximum	\$1,000,000
Laser Liability	None
Gallagher Projection	
Underwriting Assumptions	
• Experience Period	May 2017 - April 2019
• Experience Weight (Prior/Current)	33%/67%
• Medical/Rx Trend	5.7%
• Margin	2.0%
Expected Claims Factor (PEPM)	115 \$452.51
Gallagher Annual Expected Claims	\$624,464
Maximum Liability	
Maximum Claims Factors (for ASL)	115 \$619.57
Maximum Annual Claims Liability	\$855,007

Funding Development

Expected Renewal Based on Gallagher Projection Proposed Medical, Rx	
TPA	HMA
Stop Loss	Symetra
ISL	\$100,000
Cost Components	
• Projected Paid Claims	\$624,464
• Projected Fixed Cost	\$357,026
• Estimated Rx Rebates	(\$35,000)
Total Needed Funding	\$946,489
Present Funding	\$708,914
Needed Change to Present Rates	33.5%

Remember

- Second year stop loss renewal would be loaded by 15% for maturation factor. This does not include trend or claims renewal increases.
- Needed and Present Funding do not include HSA or HRA funding.
- Needed Funding includes 5.3% commission for Stop Loss only.

Self-Funded Medical

Stop Loss Comparison - Coverage Analysis

Reinsurer Statement	
Coverage Analysis Statement	
Proposed - Symetra <ul style="list-style-type: none"> • Stop Loss Reinsurer: Symetra • Administration TPA: HMA 	Symetra agrees their stop loss policy will cover agreed upon benefits. Any claims including fiduciary override such as extra contractual payment or claims that are covered or eligible for coverage by Worker's Compensation will not be covered under the stop loss policy. Also, coverage for prescription drugs is required to be included in the experience provided to the underwriter and the stop loss coverage is subject to the terms outlined on the Symetra stop loss policy schedule of benefits.



Dental

Benefit & Cost Outline

	Current/Renewal Delta Dental of WA		Alternative 1 Delta Dental of WA	
	Delta Dental PPO Dentist	Delta Dental Premier or Non-Participating Dentist	Delta Dental PPO Dentist	Delta Dental Premier or Non-Participating Dentist
Dental Plan	MAC		MAC	
Annual Deductible (waived for Preventive & Diagnostic)	\$0 per person \$0 per family	\$50 per person \$150 per family	\$25 per person \$75 per family	
Annual Benefit Maximum	\$1,500 per person		\$2,000 per person	
Waiting Period	12 months for Major services		None	
Services				
• Preventive & Diagnostic	No charge	No charge	No charge	No charge
• Basic	20%	20% after deductible	10% after deductible	10% after deductible
• Major	50%	50% after deductible	40% after deductible	40% after deductible
Periodontics	Covered under Basic		Covered under Basic	
Endodontics	Covered under Basic		Covered under Basic	
Implants	Covered under Major		Covered under Major	
Orthodontia			Children only	
• Services	Not covered		50%	50%
• Lifetime Benefit Maximum			\$2,000 per person	
Late Entrant Penalty	Open Enrollment		None	
Monthly Rates				
	Current	Renewal		
Employee Only 94	\$48.95	\$48.95	\$56.49	
Employee + Spouse 16	\$95.79	\$95.79	\$110.54	
Employee + Child(ren) 11	\$105.56	\$105.56	\$136.82	
Employee + Family 14	\$152.41	\$152.41	\$190.88	
Rate Guarantee		12 months	12 months	
Total Annual Cost 135	\$113,146	\$113,146	\$135,072	
% Change		0.0%	19.4%	
\$ Change		\$0	\$21,926	

Remember

- Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, and terms and conditions of the contract.

Contribution Outline

		Current			Negotiated			Alternative 1			Alternative 2		
		Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*
PPO Medical Plan		Kaiser Permanente			Kaiser Permanente			Cigna (Fully Insured)			Cigna (Level-Funded)		
Employee	48	\$396.85	\$281.85	\$115.00	\$431.99	\$306.81	\$125.18	\$399.41	\$283.65	\$115.75	\$411.76	\$292.43	\$119.33
Employee + Spouse	5	\$876.79	\$308.97	\$567.82	\$954.44	\$336.34	\$618.10	\$882.26	\$310.95	\$571.31	\$909.55	\$320.57	\$588.98
Employee + Child(ren)	7	\$740.31	\$303.71	\$436.60	\$805.87	\$330.61	\$475.26	\$744.87	\$305.65	\$439.22	\$767.91	\$315.11	\$452.80
Employee + Family	9	\$1,220.25	\$322.24	\$898.01	\$1,328.31	\$350.77	\$977.54	\$1,228.16	\$324.30	\$903.86	\$1,266.14	\$334.33	\$931.81
HMO Medical Plan		Kaiser Permanente			Kaiser Permanente			Cigna (Fully Insured)			Cigna (Level-Funded)		
Employee	37	\$345.53	\$270.53	\$75.00	\$371.70	\$291.02	\$80.68	\$391.13	\$306.22	\$84.91	\$403.23	\$315.69	\$87.54
Employee + Spouse	4	\$763.40	\$269.02	\$494.38	\$821.22	\$289.39	\$531.83	\$864.03	\$304.51	\$559.52	\$890.75	\$313.93	\$576.82
Employee + Child(ren)	4	\$644.58	\$264.44	\$380.14	\$693.39	\$284.46	\$408.93	\$729.47	\$299.32	\$430.15	\$752.03	\$308.58	\$443.45
Employee + Family	1	\$1,062.45	\$280.56	\$781.89	\$1,142.91	\$301.81	\$841.10	\$1,202.73	\$317.58	\$885.16	\$1,239.93	\$327.40	\$912.53
Medical Annual Cost		\$708,914	\$390,285	\$318,629	\$768,694	\$422,935	\$345,759	\$742,788	\$411,495	\$331,293	\$765,761	\$424,222	\$341,539
Additional Employer Contributions													
Annual HSA Contribution		\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0
Annual HRA Contribution		\$70,537	\$70,537	\$0	\$75,120	\$75,120	\$0	\$75,120	\$75,120	\$0	\$75,120	\$75,120	\$0
Medical Total Annual Cost		\$851,951	\$533,323	\$318,629	\$916,314	\$570,555	\$345,759	\$890,408	\$559,115	\$331,293	\$913,381	\$571,842	\$341,539
Dental Plan		DDWA			DDWA			DDWA			DDWA		
Employee	94	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00
Employee + Spouse	16	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00
Employee + Child(ren)	11	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00
Employee + Family	14	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00
Dental Total Annual Cost		\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800
Total Annual Cost		\$965,097	\$587,669	\$377,429	\$1,029,460	\$624,901	\$404,559	\$1,003,554	\$613,461	\$390,093	\$1,026,527	\$626,188	\$400,339
% Change					6.7%	6.3%	7.2%	4.0%	4.4%	3.4%	6.4%	6.6%	6.1%
\$ Change					\$64,363	\$37,233	\$27,130	\$38,457	\$25,793	\$12,664	\$61,430	\$38,519	\$22,911

* Under the Affordable Care Act (ACA), coverage is affordable for an employee if the employee's contribution toward the lowest-cost, self-only, minimum value coverage does not exceed a specified percentage of the employee's household income (9.56% for plan years beginning in 2018; 9.86% for plan years beginning in 2019; and 9.86% for plan years beginning in 2020). There are three safe harbors including the Federal Poverty Line safe harbor. To meet the Federal Poverty Line safe harbor for affordability for plan years starting on July 1, 2019 or prior to July 1, 2020, employee contribution for employee-only coverage cannot exceed 9.86% of the Federal Poverty Line which is equal to \$102.63 per month for the 48 contiguous states, \$128.18 for Alaska and \$118.15 for Hawaii. Note: The affordability percentage rate, and therefore the dollar amount, may change annually. Employers may use the poverty guidelines in effect within six months prior to the first day of the plan year. There are two additional safe harbor options that may be used: the Form W-2 Safe Harbor or the Rate of Pay Safe Harbor. Guidance addresses how HRAs, wellness program rewards, flex credits, defined contributions, opt-out payments, and fringe benefit payments required under the Davis-Bacon Act or the Service Contract Act affect the affordability of employer coverage. See Healthcare Reform Guidelines for details.



Voluntary Vision

Benefit & Cost Outline

Employee Share of Eligible Expenses	Current/Renewal vChoice (Underwritten by VSP) Base Plan		Current/Renewal vChoice (Underwritten by VSP) Buy-Up Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
	Signature Plan		Signature Plan	
Vision Plan				
Routine Exam Copay	\$10	\$10	\$10	\$10
Routine Exam	Covered in full*	Reimbursed up to \$50*	Covered in full*	Reimbursed up to \$50*
Materials Copay	\$25	\$25	\$25	\$25
Lenses (per pair)		Reimbursed up to...		Reimbursed up to...
• Single Vision	No charge*	\$50*	No charge*	\$50*
• Lined Bifocals	No charge*	\$75*	No charge*	\$75*
• Lined Trifocals	No charge*	\$100*	No charge*	\$100*
Frames	\$130 allowance then 20% discount*	Reimbursed up to \$70*	\$130 allowance then 20% discount*	Reimbursed up to \$70*
Contact Lenses (in lieu of eyeglasses)				
• Fitting and Evaluation	Up to \$60 copay after 15% discount	Reimbursed up to \$105 for services and materials	Up to \$60 copay after 15% discount	Reimbursed up to \$105 for services and materials
• Elective Contacts	\$130 allowance		\$130 allowance	
Frequency (Exam/Lenses/Frames/Contacts)	12/12/24/12 Months		12/12/12/12 Months	
Monthly Rates	<i>Base</i>	<i>Buy-Up</i>	<i>Current</i>	<i>Renewal</i>
Employee Only	32	6	\$7.86	\$7.86
Employee + Spouse	6	7	\$12.58	\$12.58
Employee + Child(ren)	2	3	\$12.84	\$12.84
Employee + Family	5	0	\$20.71	\$20.71
Rate Guarantee			12 more months	12 more months
Total Annual Cost	45	16	\$5,475	\$5,475
% Change			0.0%	0.0%
\$ Change			\$0	\$0

*Less any applicable copay.

Remember

- Out-of-Network benefits reflect the maximum reimbursement for specific services.
- Members may receive additional discount off of non-covered lens options when services are received from a VSP network provider.
- Frequency applies on a beginning with the first date of service.

Prepared by:
 Gallagher

The Information contained herein is subject to the disclosures and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 13
Cedar Park 000094



Life/AD&D

Benefit & Cost Outline

Current/Renewal Lincoln Financial Group				
Life and AD&D Plan				
Benefit Amount	\$10,000			
Guarantee Issue	\$10,000			
Additional Features <ul style="list-style-type: none">• Accelerated Benefit• Conversion• Portability• Waiver of Premium	Up to 75% Included Included Included			
Benefit begins to reduce at age	65			
Monthly Rates		Volume	Current	Renewal
Life (per \$1,000 of benefit)	\$1,714,500	\$0.160	\$0.160	
AD&D (per \$1,000 of benefit)	\$1,714,500	\$0.020	\$0.020	
Rate Guarantee			12 more months	
Total Annual Cost	Lives: 179	\$3,703	\$3,703	
% Change			0.0%	
\$ Change			\$0	



Long-Term Disability

Benefit & Cost Outline

Current/Renewal Lincoln Financial Group			
Long-Term Disability (LTD)			
Elimination Period	90 days		
Covered Monthly Earnings	60%		
Benefit Maximum	\$5,000		
Benefit Minimum	Greater of 10% or \$100		
Definition of Earnings	Basic Monthly Earnings		
Definition of Disability	24 months own occupation		
Maximum Duration	SSNRA		
Tax Free Benefit (Gross Up)	No		
Benefit Limitations			
• Pre-Existing Condition	3/12		
• Mental Health & Chemical Dependency	24 months		
• Self-Reported	24 months		
Additional Features			
• Conversion	Included		
• W2 Prep	Included		
• FICA Matching	Included		
• Employee Assistance Program	Included with up to 4 face-to-face visits PCY		
Monthly Rates	Volume	Current	Renewal
LTD (per \$100 of covered monthly payroll)	\$618,198	\$0.180	\$0.180
Rate Guarantee			12 more months
Total Annual Cost	Lives: 179	\$13,353	\$13,353
% Change			0.0%
\$ Change			\$0



Voluntary Life

Benefit & Cost Outline

Current/Renewal vChoice (Underwritten by Unum)	
Voluntary Life Monthly Rates	
Employee and Spouse (per \$1,000)	
< 25	\$0.057
25 - 29	\$0.069
30 - 34	\$0.092
35 - 39	\$0.103
40 - 44	\$0.115
45 - 49	\$0.172
50 - 54	\$0.264
55 - 59	\$0.493
60 - 64	\$0.756
65 - 69	\$1.456
70 +	\$2.361
Child(ren) (per unit) - Birth to Age 26	\$2.500

Current/Renewal vChoice (Underwritten by Unum)	
Voluntary Life Plan	
Benefit Options	
• Employee	1-5 x earning rounded to \$10,000
• Spouse	.5-2.5 x earnings rounded to \$5,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Benefit Maximum	Lesser of...
• Employee	5 x earnings or \$500,000
• Spouse	50% of employees amount or \$250,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Guarantee Issue	
• Employee	\$210,000
• Spouse	\$105,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Definition of Earnings	Base salary + commissions
Additional Features	
• Accelerated Benefit	75% to \$500,000
• Conversion	Included
• Portability	Included
• Waiver of Premium	Included
Benefit begins to reduce at age	70
Participation Requirement	10

Voluntary AD&D

Benefit & Cost Outline

Current/Renewal	
vChoice (Underwritten by Standard)	
Voluntary AD&D Plan	
Benefit Options	
<ul style="list-style-type: none"> Employee Spouse Children (newborn to 26 years) 	\$100,000 increments 50% of employee amount \$10,000
Benefit Maximum	
<ul style="list-style-type: none"> Employee Spouse Children (newborn to 26 years) 	Lesser of... 10 x earnings or \$500,000 50% of employee amount or \$250,000 \$10,000
Definition of Earnings	Base salary + commissions
Additional Features	
<ul style="list-style-type: none"> Portability Waiver of Premium 	Included Not included
Participation Requirement	10
Voluntary AD&D Monthly Rates	
Employee (per \$1,000)	\$0.047
Spouse (per \$1,000)	\$0.047
Child(ren) (per \$1,000)	\$0.047

Administration Services

Cost Outline

Single Billing Services

Current/Renewal GBS Administrators	
Total Annual Fees	Your fee structure is 2% of monthly medical costs, included in Kaiser's medical premium.

- SBS regeneration fee not paying as billed - \$50
- Cigna will cover the cost of SBS if medical carriers move

Benefit Advocate Center

Current/Renewal GBS	
PEPM Administration Fee	Included

Prepared by:



The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 18

Cedar Park 000099

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Negotiated

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$768,694	\$422,935	\$345,759
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,046,517	\$641,958	\$404,559
% Change			6.6%	6.2%	7.2%
\$ Change			\$64,363	\$37,233	\$27,130

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Alternative 1

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Cigna (Fully Insured)	Dual Option PPO/HMO \$4,500 Ded.	\$742,788	\$411,495	\$331,293
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,020,611	\$630,518	\$390,093
% Change			3.9%	4.3%	3.4%
\$ Change			\$38,457	\$25,793	\$12,664

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Alternative 2

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Cigna (Level-Funded)	Dual Option PPO/HMO \$4,500 Ded.	\$765,761	\$424,222	\$341,539
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,043,584	\$643,244	\$400,339
% Change			6.3%	6.4%	6.1%
\$ Change			\$61,430	\$38,519	\$22,911

Carriers Invited To Bid

Self-Insured Plan Administration (TPA)	Response	Commission or Broker Fee	Supplemental Compensation
HMA	Shown in Proposal	Net of commission	\$0.00 to \$40.00 PEPY
First Choice	Not shown - Base PEPM Admin Fee 53.8% over HMA	N/A	Not Applicable

Stop Loss	AM Best Rating	Response	RFI Available	Commission or Broker Fee	Supplemental Compensation
Symetra	A	Shown in Proposal	Yes	5.3%	2.5% of Premium
HM	A	DTQ - 37% over current (expected) / 59% over (maximum)	Yes	N/A	3.0% of Premium

Fully-Insured Medical Plans	Response	Commission or Broker Fee	Supplemental Compensation
Kaiser Permanente WA	Current Carrier - Shown in Proposal	5.3%	Not Applicable
Cigna	Shown in Proposal	\$29.41 PEPM	\$0.00 to \$28.00 PEPY
Regence BlueShield	Not shown - 22.9% over current and 6.6% over renewal	N/A	\$0.00 to \$40.00 PEPY
Premiera Blue Cross	Not shown - 32.9% over current and 15.5% over renewal	N/A	0.0% to 0.8% of medical premium
Business Health Trust	Not shown - 30.4% over current and 13.3% over renewal	N/A	Not Applicable
United Healthcare	DTQ - Per UHC: "We have conducted a review of your request and have determined that our rates are uncompetitive and we coming in over the 2019 renewal"	N/A	Not Applicable
Aetna	DTQ - Per Aetna: "We have evaluated all aspects of this group and we have determined we will not be competitive"	N/A	\$0.00 to \$30.00 PMPY
Christian Brothers	DTQ - Group must be part of the Catholic Church to participate	N/A	Not Applicable

Gallagher vChoice Plans	Response	Commission or Broker Fee	Supplemental Compensation
Vision - Vision Service Plan	Current Carrier - Shown in Proposal	10.0%	Not Applicable

Fully-Insured Dental Plans	Response	Commission or Broker Fee	Supplemental Compensation
Delta Dental of Washington	Current Carrier - Shown in Proposal	10.0%	Not Applicable

Miscellaneous Benefit Lines	Response	Commission or Broker Fee	Supplemental Compensation
HRA Administration - NMR	Current Carrier - Shown in Proposal	Net of commission	Not Applicable
Benefit Advocate Center - GBS	Current Carrier - Shown in Proposal	Net of commission	Not Applicable
Single Billing Services - GBSA	Current Carrier - Shown in Proposal	Net of commission	Not Applicable

Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

Carriers Invited To Bid

Life/AD&D and Disability Plans	AM Best Rating	Response	Commission or Broker Fee	Supplemental Compensation
Lincoln Financial Group	A+	Current Carrier - Shown in Proposal	Life: 20% LTD: 10%	1.0% to 4.5% of Premium

Gallagher vChoice Plans	AM Best Rating	Response	Commission or Broker Fee	Supplemental Compensation
Life - Unum	A	Current Carrier - Shown in Proposal	20.0%	1.25% of Premium
AD&D - Standard	A	Current Carrier - Shown in Proposal	25.0%	1.5% to 2.25% of Premium
Pet Insurance - PetsBest	N/A	Current Carrier - Not Shown	7.5%	Not Applicable
Additional Administrative Fee	N/A	Current Carrier - Shown in Proposal	\$1.25 PEPM	Not Applicable

Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g., HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

A.M. Best's Rating Scale					
Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended
Financial Size Categories					
FSC I	Up to \$1,000	FSC IX	\$250,000 to \$500,000		
FSC II	\$1,000 to \$2,000	FSC X	\$500,000 to \$750,000		
FSC III	\$2,000 to \$5,000	FSC XI	\$750,000 to \$1,000,000		
FSC IV	\$5,000 to \$10,000	FSC XII	\$1,000,000 to \$1,250,000		
FSC V	\$10,000 to \$25,000	FSC XIII	\$1,250,000 to \$1,500,000		
FSC VI	\$25,000 to \$50,000	FSC XIV	\$1,500,000 to \$2,000,000		
FSC VII	\$50,000 to \$100,000	FSC XV	\$2,000,000 Or More		
FSC VIII	\$100,000 to \$250,000		(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)		
Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.					

Non-Grandfathered Status

You had a health policy in effect prior to March 23, 2010, and because you have made significant enough plan changes to have lost your grandfathered status, you must comply with the additional requirements under the Affordable Health Care Act (ACA).

Examples of plan changes that could have caused you to lose grandfathered status include, but may not be limited to

- Significantly cut or reduce benefits; or
- Add or reduce annual dollar limits; or
- Raise coinsurance percentages; or
- Increase deductibles or out-of-pocket maximums by more than the amounts allowed based on medical inflation*; or
- Increase employee contribution percentage by more than 5% of the contribution rate on March 23, 2010 (determined contribution rate based on COBRA valuation for self-insured plans).

*Medical inflation is the increase since March 2010 in the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor.

Your plan must comply with the provisions that apply to grandfathered plans in addition to the provisions that apply to non-grandfathered plans. The additional requirements that apply to non-grandfathered plans include, but are not limited to:

- Provide coverage to children to age 26 regardless of whether they are eligible for their own employment-based coverage; and
- Provide coverage of recommended preventive services with no cost sharing; and
- Include patient protections such as guaranteed access to emergency room services and OB-GYNs and pediatricians; and
- Include new claims appeal rules including both internal and external review; and
- Comply with nondiscrimination rules for fully insured health plans under Code §105(h) which prohibit discrimination in favor of highly compensated individuals as to benefits and eligibility requirements (pending release of final regulations).

For plan years starting on or after January 1, 2014, plans that have lost grandfathered status will also have to comply with the following:

- No discrimination against individuals participating in clinical trials (insured plans only); and
- No discrimination based on health status; and
- Provide essential benefits (insured plans only) and prohibit cost sharing in excess of the limits for qualified high deductible health plans; and
- No discrimination against healthcare providers acting within the scope of their professional license and applicable State law; and
- Prohibit out-of-pocket limits in excess of applicable out of pocket limits as determined by HHS for plan years starting on or after January 1, 2015.

NOTE: This is only a brief summary of ACA guidance, intended to highlight points with the most universal impact. It is not intended to be a complete summary of requirements, changes, or regulations. Further guidance and probable changes are expected to continue.

Employer Shared Responsibility Mandate/ACA Compliance

Employer Shared Responsibility Mandate (ESRM) Applicable Large Employer	50+ full-time equivalent employees	An employer that employed at least 50 full time equivalent employees (FTE) in the preceding calendar year is required to offer affordable, minimum value health coverage to substantially all FTEs and dependent children or pay a penalty.
Member of Controlled Group?	Subject to Employer Determination	If the total of FTEs for all employers in the controlled group is at least 50, each separate company is and applicable large employer and is subject to the employer mandate. Penalties are then imposed based on the offer of coverage provided by each separate company.
Medical Plan(s) meet Minimum Essential Coverage?	Yes	A plan must meet the minimum essential coverage requirement for an applicable large employer to meet employer mandate requirement. The Summary of Benefits & Coverage is required to reflect if the plan is minimum essential coverage.
Offering to 95% of full-time employees?	Subject to Employer Determination	An applicable large employer is required to offer minimum essential coverage to at least 95% of full-time employees or be subject to a penalty.
Medical Plan(s) meet Minimum Value?*	Yes	If the plan is not of a minimum value, then an employee will be eligible to seek premium assistance from the Marketplace (Exchange). If the employee receives premium assistance through the Marketplace, the employer will be subject to a penalty. The SBC is required to reflect whether the plan is of a minimum value.
Affordable Coverage?*	Subject to Employer Determination	If the cost of health coverage for the employee is unaffordable, then an employee will be eligible to seek premium assistance to purchase a plan from the Marketplace. If the employee receives premium assistance to purchase health coverage, then the employer would be subject to a penalty.

*ACA requires employers covered by the Fair Labor Standards Act to notify employees about the availability of health insurance options for the public marketplaces/exchanges. The Marketplace Notice you provide to new employees may need to be updated if the minimum value and/or affordable coverage status of your plan changes.

NOTE: The answers outlined here are based on the recommendations of this proposal. If these options are not chosen, are modified or final contributions differ, you may be subject to fees and penalties.

Proposal Assumptions

General Assumptions

- Carriers reserve the right to revise rates should any federal, state or local authority mandate a change in benefits or impose or change a tax on plan revenue during the contract period.
- A group health plan may not reduce its coverage of the costs of pediatric vaccines (as defined under section 1928(h)(6) of the Social Security Act as amended by section 13830 of the Omnibus Budget Reconciliation Act of 1993) below the coverage it provided as of May 1, 1993. If the preventive care benefit which includes immunizations is currently in or is added to your medical plan it cannot in the future be deleted.
- Generally all lines of coverage within a carrier must be packaged and have common eligibility.
- Retirees are not eligible for coverage unless they qualify for a COBRA extension.
- Final rates will be based on actual enrollment, participation, employer contribution and other underwriting guidelines.
- Effective date of September 1, 2019. Unless otherwise indicated, rates will be guaranteed for 12 months.
- For plan years ending on or after October 1, 2017, group health plans will be assessed a \$2.39 per life per year Patient-Centered Outcomes Research Institute Fee (PCORI).
For plan years ending on or after 10/1/18 but before 10/1/19, the fee will be \$2.45 per life per year. Fees will be based on the average number of lives covered under the plan during that year. The fee will be paid by the insurer for insured plans and by the plan sponsor for self-insured health plans. For any renewal effective on or after 10/2/18 PCORI does not apply (unless there is a short plan year). If plan year ends on 9/30/19, PCORI does apply.
- **Employer Contribution** Please refer to contribution page.
- **Eligible Employees** Employees must work 30 hours per week to be eligible.
- **Probationary Period** First of month following date of hire.

Kaiser Permanente

- Rates are guaranteed for 12 months until September 1, 2020.
- The employer must contribute at least 50% of the employee-only monthly premium, and the contributions may not be made in a discriminatory manner.
- The proposed rates and benefits assume that 75% of all eligible employees are enrolled in a company-sponsored plan, excluding those who have documented other qualified coverage.
- If enrollment or demographic impact at initial sale effective date has changed by 10% or more from what was bid, the carrier reserves the right to re-rate that new business.
- ACA requires non-grandfathered plans to provide in-network coverage of recommended preventive services with no cost sharing.
- The Mental Health Parity and Addiction Equity Act requires benefits for mental health and substance abuse be similar to those applied to medical/surgical benefits.
- As stated in "General Assumptions."

Proposal Assumptions

Cigna

- Rates are guaranteed for 12 months until September 1, 2020.
- The proposed rates and benefits assume that enrollment in the Cigna HealthCare administered plan is at least 50% of the total eligible population identified as 183.
- If enrollment or demographic impact at initial sale effective date has changed by 10% or more from what was bid, the carrier reserves the right to re-rate that new business.
- ACA requires non-grandfathered plans to provide in-network coverage of recommended preventive services with no cost sharing.
- The Mental Health Parity and Addiction Equity Act requires benefits for mental health and substance abuse be similar to those applied to medical/surgical benefits.
- As stated in "General Assumptions."

Level Funded Arrangement

- Current Specific Stop Loss Deductible is \$50,000.
- Aggregate Corridor is 120%.
- Includes Rx claims for the Individual Stop Loss (ISL) coverage.
- Includes Rx claims for the Aggregate Stop Loss (ASL) coverage.
- Stop Loss contract covers claims incurred since policy inception and are paid during the current policy year. The paid period will be extended in the year of termination to include the 15 months immediately following.
- **Stop Loss Rates**

OAP Plan	Individual Stop Loss	Aggregate Stop Loss
Employee	\$159.67	\$15.40
Emp + Spouse	\$352.71	\$34.00
Emp + Child(ren)	\$297.78	\$28.71
Emp + Family	\$490.98	\$47.34
OAP (N) Plan	Individual Stop Loss	Aggregate Stop Loss
Employee	\$145.59	\$15.92
Emp + Spouse	\$321.61	\$35.16
Emp + Child(ren)	\$271.53	\$29.69
Emp + Family	\$447.69	\$48.95

HMA

- Rates are guaranteed for 12 months until September 1, 2020.
- HMA requires that their clients partners with one of our Preferred Stop Loss Partners. These include SunLife, Symetra, HM, HCC Tokio Marine, Optum Health, QBE, Physicians, Voya, Munich Re, SwissRe, ISU, Commencement Bay Risk Management and Reliance Standard.
- As stated in "General Assumptions."

Proposal Assumptions

Symetra

- Rates are guaranteed for 12 months until September 1, 2020.
- Plan sponsor's Plan Document or Plan Document Amendment is due no later than 90 days after the proposed effective/renewal date of Excess Loss Insurance coverage.
- Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is currently on an organ transplant list.
- Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the Excess Loss Policy.
- This proposal is based upon the following network(s): Blues ASO
- Network Fees are ineligible expenses.
- Retirees are excluded from coverage under the Stop Loss Policy.
- Completed Symetra Disclosure Statement including: diagnosis, treatment received, current status, expected treatment and amount paid during the experience period as of the effective date of coverage.
- Terms are subject to change if final enrollment varies by more than 10% from proposal assumptions. Current census must be received at least 14 days prior to the effective date.
- Updated Large Claims data as well as Monthly Paid Claims and Enrollments as of 90 days prior to the effective date

Delta Dental of WA

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

Lincoln Financial

- Rates are guaranteed for 12 more months until September 1, 2020.
- All employees must be actively at work on their effective date in order to be covered.
- As stated in "General Assumptions."
- Your Plan is potentially discriminatory if it provides a better life insurance benefit to key employees; either on the basis of eligibility, difference in flat amount of benefit, or difference in multiplier. There are nondiscrimination tests that should be reviewed. If your Plan is discriminatory, you would have to tax your key employees on the value of the total amount of employer-paid life insurance.

NMR

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

GBS Administrators

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

Prepared by:



The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 28
Cedar Park 000109

Proposal Assumptions

Gallagher vChoice (Voluntary Vision - Underwritten by VSP)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary Life - Underwritten by Unum)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary AD&D - Underwritten by Standard)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary Pet Insurance - Underwritten by PetsBest)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Prepared by:



The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 29
Cedar Park 000110

Gallagher Benefit Services Disclaimers

Coverage

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

Renewal/Financial

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Gallagher Benefit Services Privacy Policy Disclosure

6/10/2019

Cedar Park Assembly of God
Steve Orcutt
16300 112 Ave NE
Bothell, WA - 98011

RE: Privacy Policy Disclosure

Dear Steve Orcutt,

Gallagher Benefit Services, Inc. (Gallagher) treats your personal privacy with care and respect. Because we value our client relationships, we do not disclose our clients' nonpublic personal, financial or health information with third parties, except for the specific purposes listed in the enclosed Privacy Policy Summary or as otherwise permitted by law. Personal information is any information that can be used to identify, locate or contact you or your employees. Personal information does not include publicly available information or individually identifiable business contact information of employees such as name, title, business address, business telephone number or business email address.

Applicable law requires Gallagher to provide our clients with notice of our Privacy Policy, a summary of which is enclosed here (the full text of the Gallagher Privacy Policy can be retrieved at the following URL: <http://www.ajg.com/privacy-policy/>). This policy does not apply to our efforts to market our products and services to you, so you may receive information from us regarding products that may suit your needs.

Gallagher has always been mindful of our clients' privacy. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial and health information and that of your employees.

Thank you for choosing Gallagher Benefit Services, Inc. We appreciate your business and value our relationship.

Enclosure: Privacy Policy Summary

Prepared by:


**The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.**

Cedar Park Assembly of God
September 2019 - Page 31
Cedar Park 000112

Gallagher Benefit Services Privacy Policy Disclosure

This Privacy Policy Disclosure outlines and summarizes our information sharing practices to help you understand how we protect your privacy and that of your employees when we collect and use information about you and your employees, and the measures we take to safeguard that information.

Information We May Collect. We may collect the following nonpublic personal, financial or health information about you or your employees including:

- Information we receive from you and your employees on applications or questionnaires, such as occupation, current employer and social security number;
- Information about your transactions with us, our affiliates or previous insurers; such as your policy coverage, claim information, premiums and payment history;
- Information we receive from consumer-reporting agencies such as Equifax that is obtained for the purpose of ascertaining credit histories. These reports are obtained as underwriting tools to determine bill paying habits and credit worthiness for certain individual, personal insurance products. These reports are not subject to race, gender or income.
- Information that allows us to communicate with you or your employees, such as name, user name, password, age, marital status, occupation, mailing address, telephone numbers, email address, or other addresses that allow us to send a message;
- Information that assists us to conduct business with you or your employees, such as types of products or services that may be of interest, employee financial information, or information on your company's size, revenue, type, industry codes, demographics, locations, and financial information;
- Information about your transactions with us, our affiliates, or your previous providers;

Information We Disclose. We do not disclose any nonpublic personal, financial or health information about our clients, former clients or their employees to anyone, except for the purposes of placing your insurance coverage(s), fulfilling your requests for products or services and related activities, responding to your requests for a call or email, processing transactions you request, telling you about products or services we offer and as otherwise permitted by law.

Information Security. We restrict access to nonpublic personal, financial or health information about you and your employees to those employees and subcontractors who have a need to know that information to provide products or services to you or your employees. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial and health information and that of your employees.

Exhibit E



Melissa Knauss <melissa.k@cedarpark.org>

Coverage Question

2 messages

Steve Orcutt <steve.o@cedarpark.org>

Tue, Jun 25, 2019 at 2:03 PM

To: Jami Hansen <Jami_Hansen@ajg.com>

Cc: Melissa Knauss <melissa.k@cedarpark.org>, Melinda Hansen <Melinda_Hansen@ajg.com>

How long has CP covered Abortifacient medications? Was it just with Kaiser? Or also with Group Health? Thanks. Steve.

On Tue, Jun 25, 2019 at 12:52 PM Jami Hansen <Jami_Hansen@ajg.com> wrote:

Here is Cigna's legal response for both ASO and Fully Insured business. Let me know if you have any questions.

For a self-funded plan:

- Plans must cover contraceptives under the ACA;
- Under the ACA, an organization that objects to coverage of contraceptives based on religious beliefs or moral objections cannot be required to provide coverage for contraceptives.
- A client that qualifies for a religious or moral exemption (e.g. "eligible organization") must notify Sales who must ensure that the proper indicator is selected in ePRO so that contraceptive benefits can be excluded from their plan, and an accommodation set up, if applicable (see * below). Only the employer can determine if they qualify for the full exemption. Cigna will not require proof.
- For abortion coverage, the Pregnancy Discrimination Act (PDA) requires the coverage of therapeutic abortions (where the life of the mother is endangered). However, the PDA does not apply to tax exempt church groups. (Cigna's standard policy is to apply these requirements to all plans, including non-ERISA tax-exempt church plans. Upon request of a church plan, coverage of these benefits can be excluded.)

For an insured plan situated in WA:

- Policies must cover maternity care and this includes coverage for abortions;
- Policies must cover contraceptives;
- An employer with a religious or moral tenet opposed to a specific service is not required to purchase coverage for that service if they object for reason of religion or conscience. In other words, an employer may exclude coverage for contraceptives and abortion if that employer objects to providing that coverage due to religious or other beliefs.
- Enrollees shall not be denied coverage to any service excluded from their benefit package as a result of the employer's opposition to providing a specific service.
- Cigna will send a letter to enrollees notifying them of their rights to access these excluded services outside of their plan.

***Eligible Organizations and Optional Contraceptive Accommodation; Disclosure Requirements**

If a fully insured client is eligible for and voluntarily elects an optional contraceptive accommodation (opt out), Cigna will pay for all FDA-approved contraceptive coverage for eligible employees (subscribers and dependents) under a separate contraceptive-only PPO account that is set up for these customers. For self-insured clients, the current administrator for that client must arrange for an insurer to pay for the coverage. In both cases, Cigna will fund the contraceptive coverage regardless of funding type. Cigna will segregate premium revenue collected from the client from the monies used to provide payment for contraceptives.

Cigna will only pay for in-network medical contraceptive procedures and generic prescription contraceptives or brand prescription contraceptives with no generic equivalent or alternative. Out of network medical services and brand prescription drugs that have a generic equivalent or alternative are not covered under these plans.

The client will be responsible for certifying that they will not be covering contraceptives due to their religious or moral beliefs and eligibility for the optional accommodation. If a client elects the accommodation, they will not have the option to pick and choose which contraceptives they will cover and exclude due to the complexity of administering a variable customized benefit for each client. Clients must sign and return the attached self-certification or notify HHS using the attached model notice or other alternate written notification.

Cigna will notify the employees of the eligible clients of the availability of separate payments for contraceptive coverage by providing them with a custom letter substantially similar to the model notice. The notice will be sent to subscribers (and to dependents with privacy restrictions) annually at renewal and to new hires once eligibility has been finalized on the employer's group plan.

Existing clients who are under a current accommodation arrangement may keep or revoke this accommodation. If the client chooses to revoke, Cigna will provide notice to the affected employees explaining that they will no longer have contraceptive coverage through Cigna.

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

On Jun 25, 2019, at 11:30 AM, Steve Orcutt <steve.o@cedarpark.org> wrote:

[EXTERNAL]

Kaiser seems to be quite focused on answering the question they want to answer rather than the one we keep asking.

So I'll ask a different question that hopefully should be simple enough that they can give us a yes or no answer.

1. Under the **Eligible organization** option, is Kaiser currently paying for all contraceptive coverage options for any of their clients. And by "paying for" I mean that all approved contraceptives are paid for 100% by Kaiser, not by the employee (as they are currently being paid for under our present Kaiser policy since no religious employer of eligible organization options are signed and in place.
2. Can you please check with Cigna to see what options we would have with them to exclude abortions and abortifacient but continue to provide all other contraceptives?

Thanks! And of course, I need this ASAP! Steve.

On Mon, Jun 24, 2019 at 4:42 PM Jami Hansen <Jami_Hansen@ajg.com> wrote:

I heard back from Kaiser:

We have provided the definitions for religious employer and eligible organization via previous emails. We do not know the corporate structure of the group and cannot make the determination for the group on whether they are a religious employer or eligible organization.

Religious employer is defined to include any nonprofit entity that is described under the existing tax code definition which applies to group health plan houses of worship. This would include a house of worship that operates a soup kitchen or parochial school.

Required to execute a form that certifies that the entity meets the requirements of a full "religious employer" definition to claim the exemption.

Eligible organization is a non-profit organization that hold itself out as a religious organization and opposes providing coverage for some or all contraceptive services on account of religious objections. This could include hospitals, universities or other entities with religious affiliations.

Required to execute a form self-certifying the entity qualifies for an accommodation

Let me know if you have any additional questions.

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

On Jun 24, 2019, at 2:14 PM, Melissa Knauss <melissa.k@cedarpark.org> wrote:

Be Aware: You are receiving this e-mail from someone outside of the organization. Do NOT click links or open attachments unless you recognize the sender's e-mail address and know the content is safe.

Hi Jami,

It sure sounds to me as if *Kaiser* doesn't fully understand what it is asking us to sign, which makes it pretty difficult for *us* to know what we're signing. What do you advise?

All the best,



On Mon, Jun 24, 2019 at 1:13 PM Jami Hansen <Jami_Hansen@ajg.com> wrote:
See below from Kaiser:

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

Hi Jami –

Regarding the questions below, I was able to confirm that KP will not provide legal advice to the group. We cannot answer the questions regarding legal interpretation. I have responded to the questions regarding benefits.

1) It would seem that all Religious Employers would also be Eligible Organizations but not all Eligible Organizations would be Religious Employers.
Please see above

2) In further clarifying #1, while an Eligible Organization would not have the option of the Religious Employer, it appears that a Religious Employer would have the option of either. **Please see above**

3) It appears that Cedar Park can sign the Eligible Organization without jeopardizing their status as a Religious Employer. Nothing about signing the Eligible Organization form, or within its mentioned CFRs, would cause Cedar Park to inadvertently: **Please see above**

- a) State that Cedar Park *does not qualify* as a Religious Employer.
- b) *Denounce* their Religious Employership.
- c) Effect any other religious exemptions they receive *inside* of medical, such as, but not limited to, their ability to preclude coverage of domestic partners.

d) Effect any other religious exemptions they receive *outside* of medical, such as, but not limited to, the exemptions they receive with regard to hiring decisions under the Equal Employment Opportunity Act.

5.) Does the Eligible Organization Form allow Cedar Park to restrict KFHPWA, as the fully-insured issuer, from covering abortifacients, included Copper IUDs, and abortions? *KPWA is still working to understand the new WA state mandate and the impact it has on groups.*

6.) Does the Eligible Organization Form allow Cedar Park to restrict KFHPWA, as the fully-insured issuer, from covering birth control that is *not* deemed medically necessary? *KPWA is still working to understand the new WA state mandate and the impact it has on groups.*

7.) If the Eligible Organization Form is signed and KFHPWA, as the fully-insured issuer, provides coverage for an item that is not covered under the Cedar Park Assembly of God group plan, and such provision results in an out-of-pocket expense to the claimant, does the out-of-pocket amount go toward the claimants deductible under the Cedar Park Assembly of God group plan? *If a service is not covered it does not count toward deductible or out of pocket max.*

8.) If the Religious Employer Form is signed and a claimant pays out-of-pocket for a precluded item, does *that* amount go toward the claimant's deductible under the Cedar Park Assembly of God group plan? *If a service is not covered it does not count toward deductible or out of pocket max.*

9.) Does the Religious Employer Form allow Cedar Park to provide birth control if it is deemed *medically necessary*? (Abortifacients, included Copper IUDs, and abortions must still be excluded.) *Per earlier conversations coverage is all or nothing. Groups may not pick and choose which preventive birth control services to include and which to exclude. Additionally KPWA is still working to understand the new state mandate, how this impacts large group employer plans and what carriers are required to cover.*

If questions 1 or 2 above are not correct, please also answer these questions as well:

On the bottom half of the Eligible Organization document it states: *Please see above, KPWA cannot advise*

"Note: An organization that offers coverage through the same group health plan as a religious employer **and/or** an eligible organization, and that is part of the same group of corporations as, or under common control with, such employer **and/or** organization, may certify that it holds itself out as a religious organization."

1.) It would appear that the "**and/or**" statements in the Note above would allow a Religious Employer to also be the Eligible Organization. Please describe the error in this logic.

2.) Within that text the Eligible Organization document states an eligible employer is defined in 26 CFR 54.9815-2713A(a); 29 CFR 2590.715-2713A(a); and 45 CFR 147.131(b) and that a Religious Employer is defined in 45 CFR 147.131(a). What factors should Cedar

Park look at that preclude it, or may preclude it, from qualifying as both?

From: Melissa Knauss <melissa.k@cedarpark.org>
Sent: Friday, June 21, 2019 2:13 PM
To: Jami Hansen <Jami_Hansen@AJG.com>
Cc: Steve Orcutt <steve.o@cedarpark.org>
Subject: More Questions about the forms

Be Aware: You are receiving this e-mail from someone outside of the organization. Do NOT click links or open attachments unless you recognize the sender's e-mail address and know the content is safe.

Hi Jami,

Steve and I are still trying to understand the complete ramifications of each form. Thank you for bearing with us as we do. While we understand that we can and will only sign one form, we're trying to understand each form from an integrity standpoint as well as the potential consequences of choosing one form over the other. Can you please work with Kaiser's legal team and/or GBS's legal team to confirm or correct the following statements and questions?

1) It would seem that all Religious Employers would also be Eligible Organizations but not all Eligible Organizations would be Religious Employers.

2) In further clarifying #1, while an Eligible Organization would not have the option of the Religious Employer, it appears that a Religious Employer would have the option of either.

3) It appears that Cedar Park can sign the Eligible Organization without jeopardizing their status as a Religious Employer. Nothing about signing the Eligible Organization form, or within its mentioned CFRs, would cause Cedar Park to inadvertently:

- a) State that Cedar Park *does not qualify* as a Religious Employer.
- b) *Denounce* their Religious Employership.
- c) Effect any other religious exemptions they receive *inside* of medical, such as, but not limited to, their ability to preclude coverage of domestic partners.
- d) Effect any other religious exemptions they receive *outside* of medical, such as, but not limited to, the exemptions they receive with regard to hiring decisions under the Equal Employment Opportunity Act.

5.) Does the Eligible Organization Form allow Cedar Park to restrict KFHPWA, as the fully-insured issuer, from covering abortifacients, included Copper IUDs, and abortions?

6.) Does the Eligible Organization Form allow Cedar Park to restrict KFHPWA, as the fully-insured issuer, from covering birth control that is *not* deemed medically necessary?

7.) If the Eligible Organization Form is signed and KFHPWA, as the fully-insured issuer, provides coverage for an item that is not covered under the Cedar Park Assembly of God group plan, and such provision results in an out-of-pocket expense to the claimant, does the out-of-pocket amount go toward the claimants deductible under the Cedar Park Assembly of God group plan?

8.) If the Religious Employer Form is signed and a claimant pays out-of-pocket for a precluded item, does *that* amount go toward the claimant's deductible under the Cedar Park Assembly of God group plan?

9.) Does the Religious Employer Form allow Cedar Park to provide birth control if it is deemed *medically necessary*? (Abortifacients, included Copper IUDs, and abortions must still be excluded.)

If questions 1 or 2 above are not correct, please also answer these questions as well:

On the bottom half of the Eligible Organization document it states:

"Note: An organization that offers coverage through the same group health plan as a religious employer **and/or** an eligible organization, and that is part of the same group of corporations as, or under common control with, such employer **and/or** organization, may certify that it holds itself out as a religious organization."

1.) It would appear that the "**and/or**" statements in the Note above would allow a Religious Employer to also be the Eligible Organization. Please describe the error in this logic.

2.) Within that text the Eligible Organization document states an eligible employer is defined in 26 CFR 54.9815-2713A(a); 29 CFR 2590.715-2713A(a); and 45 CFR 147.131(b) and that a Religious Employer is defined in 45 CFR 147.131(a). What factors should Cedar Park look at that preclude it, or may preclude it, from qualifying as both?

Thank you!



NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error,

please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

Jami Hansen <Jami_Hansen@ajg.com>

Tue, Jun 25, 2019 at 3:23 PM

To: Steve Orcutt <steve.o@cedarpark.org>

Cc: Melissa Knauss <melissa.k@cedarpark.org>, Melinda Hansen <Melinda_Hansen@ajg.com>

Hi Steve,

KP/Group health has always covered this.

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

[Quoted text hidden]

Exhibit F



Melissa Knauss <melissa.k@cedarpark.org>

Direct Answers

7 messages

Melissa Knauss <melissa.k@cedarpark.org>

Mon, Jul 8, 2019 at 3:48 PM

To: Jami Hansen <Jami_Hansen@ajg.com>

Cc: Steve Orcutt <steve.o@cedarpark.org>, Melinda Hansen <melinda_hansen@ajg.com>

Hi Jami,

I know you're working really hard on this and we truly appreciate it. Steve and I are trying to read between the carriers' mumbo-jumbo, legaleese, and just get really clear unequivocal answers. Please ask the carrier(s) to answer the following by selecting Yes or No and providing the details if they select Yes.

FOR KAISER

Is there anything Cedar Park Assembly of God can do between now and renewal to ensure abortifacient, including Copper IUDs, are excluded from our current 2018-2019 plan?

☐ YES, this is what must be done: _____

☐ NO, there is nothing that can be done to exclude abortifacients, including Copper IUDs, from the current 2018-2019 plan based on the information we have at this time.

FOR KAISER AND CIGNA

Will Cedar Park Assembly of God be able to exclude abortions and abortifacients, including Copper IUDs, while still providing non-abortifacient contraceptives, at renewal for the 2019-2020 plan year?

☐ YES, this is what must be done: _____

☐ NO, at renewal for the plan effective 9/2019 you will *not* be able to exclude abortions and abortifacients, including Copper IUDs, while still providing non-abortifacient contraceptives based on the information we have at this time.

All the best,


Jami Hansen <Jami_Hansen@ajg.com>

Mon, Jul 8, 2019 at 4:16 PM

To: "melissa.k@cedarpark.org" <melissa.k@cedarpark.org>, Steve Orcutt <steve.o@cedarpark.org>

See below:

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

Begin forwarded message:

From: "Croff, Mark R 303" <Mark.Croff@Cigna.com>

Date: July 8, 2019 at 4:09:39 PM PDT

To: Jami Hansen <Jami_Hansen@AJG.com>

Subject: Re: [External] Fwd: Direct Answers

[EXTERNAL]

Yes. Legal and administrative approval from CIGNA.

From: Melissa Knauss <melissa.k@cedarpark.org>

Date: July 8, 2019 at 3:48:55 PM PDT

To: Jami Hansen <Jami_Hansen@ajg.com>

Cc: Steve Orcutt <steve.o@cedarpark.org>, Melinda Hansen <melinda_hansen@ajg.com>

Cedar Park 000200

Subject: Direct Answers

[EXTERNAL]

[Quoted text hidden]

CONFIDENTIALITY NOTICE: If you have received this email in error, please immediately notify the sender by e-mail at the address shown. This email transmission may contain confidential information. This information is intended only for the use of the individual(s) or entity to whom it is intended even if addressed incorrectly. Please delete it from your files if you are not the intended recipient. Thank you for your compliance. Copyright (c) 2019 Cigna
=====

Melissa Knauss <melissa.k@cedarpark.org>
To: Jami Hansen <Jami_Hansen@ajg.com>
Cc: Steve Orcutt <steve.o@cedarpark.org>

Mon, Jul 8, 2019 at 4:29 PM

Ok. So Cigna is on board for our 2019 plan year to allow us to exclude our current exclusions plus expand the Plan B exclusion to all ages, add Copper IUDs to the exclusion, and exclude any other abortifacients. Thanks, Jami!

All the best,



[Quoted text hidden]

Jami Hansen <Jami_Hansen@ajg.com>
To: Melissa Knauss <melissa.k@cedarpark.org>
Cc: Steve Orcutt <steve.o@cedarpark.org>

Mon, Jul 8, 2019 at 4:33 PM

Correct!

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

On Jul 8, 2019, at 4:30 PM, Melissa Knauss <melissa.k@cedarpark.org> wrote:

[EXTERNAL]

[Quoted text hidden]

Jami Hansen <Jami_Hansen@ajg.com>
To: Melissa Knauss <melissa.k@cedarpark.org>, Steve Orcutt <steve.o@cedarpark.org>
Cc: Melinda Hansen <Melinda_Hansen@ajg.com>

Mon, Jul 15, 2019 at 10:37 AM

See below from Kaiser:

Jami M. Hansen,
Area Vice President

Health and Welfare Consulting



Insurance | Risk Management | Consulting

777 108th Avenue NE, Suite 200 | Bellevue, WA 98004

P: 425.974.3275 | F: 425.201.2774

www.ajg.com



This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law.

Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

From: Nicole M. Gomez <Nicole.M1.Gomez@kp.org>

Sent: Monday, July 15, 2019 10:36 AM

To: Jami Hansen <Jami_Hansen@AJG.com>

Subject: RE: Direct Answers

[EXTERNAL]

Hi Jami,

Please see responses below in red.

FOR KAISER

Is there anything Cedar Park Assembly of God can do between now and renewal to ensure abortifacient, including Copper IUDs, are excluded from our current 2018-2019 plan?

[] YES, this is what must be done: _____

[] NO, there is nothing that can be done to exclude abortifacients, including Copper IUDs, from the current 2018-2019 plan based on the information we have at this time. No, there is nothing that can be done within the 2018-2019 plan year at this time as the group did not self-certify prior to the plan year (2018). KP cannot retroactively make plan changes to 9/1/2018. As a reminder termination of pregnancy (abortion) is not covered by Cedar Park in the 2018 plan year.

FOR KAISER AND CIGNA

Will Cedar Park Assembly of God be able to exclude abortions and abortifacients, including Copper IUDs, while still providing non-abortifacient contraceptives, at renewal for the 2019-2020 plan year?

[] YES, this is what must be done: _____

[] NO. at renewal for the plan effective 9/2019 you will *not* be able to exclude abortions and abortifacients, including Copper IUDs, while still providing non-abortifacient contraceptives based on the information we have at this time. **At this time KP is waiting for further clarification regarding exclusions of abortions for 2019. KP does have the ability to remove contraceptives. Please note that the group must self-certify prior new plan year 9/1/2019-9/1/2020 in order to remove contraceptives. Removal of contraceptives is all or nothing. KP does not have the ability to carve out specific contraceptives/abortifacient contraceptives at the groups request. If the group self-certifies, the group does not pay for contraceptives within the plan, however KP would cover the cost of all contraceptives for members that were seeking these services.**

Nicole Nieswand (Gomez)

Account Manager II, Large Group Sales

Kaiser Foundation Health Plan of Washington

601 Union Street, Suite 3100

Seattle, WA 98101

Office: 206-448-2845

Cell: 206-218-6395

Email: Nicole.M1.Gomez@kp.org



The Office of Insurance Commissioner in Washington State advises that the following activities require a producer license: Dealing directly with consumers in taking applications for insurance or giving advice and counsel relative to coverage, solicitation, negotiating with underwriters, and binding. The following activities do not require a producer license: Taking premium payments on existing policies provided the unlicensed person does not give advice on coverage or policy issues, gathering information so that a licensed individual can finish an insurance transaction, taking claims information but not interpreting or commenting on coverage, and reception and/or clerical activities that do not involve offering advice or counsel to consumers about insurance. For more information: <http://www.insurance.wa.gov/for-producers/>

Kaiser Permanente complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender.

Language Assistance

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-901-4636 (TTY: 1-800-833-6388 / 711).

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-888-901-4636 (TTY:1-800-833-6388 / 711)。

From: Melissa Knauss <melissa.k@cedarpark.org>

Date: July 8, 2019 at 3:48:55 PM PDT

To: Jami Hansen <Jami_Hansen@ajg.com>

Cc: Steve Orcutt <steve.o@cedarpark.org>, Melinda Hansen <melinda_hansen@ajg.com>

Subject: Direct Answers

[EXTERNAL]

Hi Jami,

[Quoted text hidden]

NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

NOTICE TO RECIPIENT: If you are not the intended recipient of this e-mail, you are prohibited from sharing, copying, or otherwise using or disclosing its contents. If you have received this e-mail in error, please notify the sender immediately by reply e-mail and permanently delete this e-mail and any attachments without reading, forwarding or saving them. Thank you.

Melissa Knauss <melissa.k@cedarpark.org>
To: Steve Orcutt <steve.o@cedarpark.org>

Thu, Jul 18, 2019 at 2:00 PM

[Quoted text hidden]

Melissa Knauss <melissa.k@cedarpark.org>
To: Jay Smith <jay.s@cedarpark.org>, Steve Orcutt <steve.o@cedarpark.org>

Thu, Jul 18, 2019 at 2:22 PM

----- Forwarded message -----
From: Jami Hansen <Jami_Hansen@ajg.com>
[Quoted text hidden]
[Quoted text hidden]

Exhibit G



Melissa Knauss <melissa.k@cedarpark.org>

Fwd: [External] Cedar Park

1 message

Jami Hansen <Jami_Hansen@ajg.com>

Thu, Jul 18, 2019 at 9:58 AM

To: Steve Orcutt <steve.o@cedarpark.org>, "melissa.k@cedarpark.org" <melissa.k@cedarpark.org>

Cc: Melinda Hansen <Melinda_Hansen@ajg.com>

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

Begin forwarded message:

From: "Croff, Mark R 303" <Mark.Croff@Cigna.com>

Date: July 16, 2019 at 11:28:47 AM PDT

To: Jami Hansen <Jami_Hansen@AJG.com>

Subject: Re: [External] Cedar Park

[EXTERNAL]

All of the answers provided apply to both Level and Fully insured with the exception of transgender services which can only be excluded on Level.

From: Jami Hansen <Jami_Hansen@AJG.com>

Date: July 16, 2019 at 12:25:30 PM MDT

To: Croff, Mark R 303 <Mark.Croff@Cigna.com>

Subject: [External] Cedar Park

All of the questions I've asked you would only apply to level funded correct? I need to know how it would apply to your fully insured plan.

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

CONFIDENTIALITY NOTICE: If you have received this email in error,
please immediately notify the sender by e-mail at the address shown.
This email transmission may contain confidential information. This
information is intended only for the use of the individual(s) or entity to
whom it is intended even if addressed incorrectly. Please delete it from
your files if you are not the intended recipient. Thank you for your
compliance. Copyright (c) 2019 Cigna
=====

Exhibit H



Melissa Knauss <melissa.k@cedarpark.org>

Updated Proposal

6 messages

Jami Hansen <Jami_Hansen@ajg.com>

Thu, Jul 18, 2019 at 11:38 AM

To: Steve Orcutt <steve.o@cedarpark.org>, Melissa Knauss <melissa.k@cedarpark.org>

Cc: Melinda Hansen <Melinda_Hansen@ajg.com>

Here is the updated proposal with the lower Cigna rates.

Jami M. Hansen,
Area Vice President
Health and Welfare Consulting

777 108th Avenue NE, Suite 200 | Bellevue, WA 98004
P: 425.974.3275 | F: 425.201.2774
www.ajg.com

This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

 **CPAG_Proposal_201909.pdf**
872K

Steve Orcutt <steve.o@cedarpark.org>

Thu, Jul 18, 2019 at 2:46 PM

To: Jami Hansen <Jami_Hansen@ajg.com>

Cc: Melissa Knauss <melissa.k@cedarpark.org>, Melinda Hansen <Melinda_Hansen@ajg.com>

Thanks. Any response from Nicole on specific Kaiser current coverage yet?

RU 486, Plan B, Ella and all generic equivalents and copper IUDs. Thanks! Steve.

[Quoted text hidden]

Jami Hansen <Jami_Hansen@ajg.com>

Thu, Jul 18, 2019 at 4:22 PM

To: Steve Orcutt <steve.o@cedarpark.org>

Cc: Melissa Knauss <melissa.k@cedarpark.org>, Melinda Hansen <Melinda_Hansen@ajg.com>

Not yet but she Emailed me saying she's working on it.

Jami Hansen
Area Vice President
Arthur J Gallagher
425-891-1325

On Jul 18, 2019, at 2:47 PM, Steve Orcutt <steve.o@cedarpark.org> wrote:

[EXTERNAL]

[Quoted text hidden]

Melinda Hansen <Melinda_Hansen@ajg.com>

Fri, Jul 19, 2019 at 7:47 AM

To: Steve Orcutt <steve.o@cedarpark.org>, Jami Hansen <Jami_Hansen@ajg.com>

Cc: Melissa Knauss <melissa.k@cedarpark.org>

Hi Steve and Melissa,

Cigna would cover the diabetes prescriptions at 100% as Kaiser does today.

Thank you,

Melinda Hansen Client Manager

Health & Welfare Consulting



Insurance | Risk Management | Consulting

Direct 425.974.4459 | fax: 425.201.2730

melinda_hansen@ajg.com

www.ajg.com

777 – 108th Ave NE, Suite 200, Bellevue, WA 98004



This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

From: Steve Orcutt <steve.o@cedarpark.org>

Sent: Thursday, July 18, 2019 2:47 PM

To: Jami Hansen <Jami_Hansen@AJG.com>

Cc: Melissa Knauss <melissa.k@cedarpark.org>; Melinda Hansen <Melinda_Hansen@AJG.com>

Subject: Re: Updated Proposal

[EXTERNAL]

[Quoted text hidden]



image003.png
19K

Steve Orcutt <steve.o@cedarpark.org>

Fri, Jul 19, 2019 at 7:52 AM

To: Melinda Hansen <Melinda_Hansen@ajg.com>

Cc: Jami Hansen <Jami_Hansen@ajg.com>, Melissa Knauss <melissa.k@cedarpark.org>

Super thanks! Were you able to check the whole list from Kaiser? I think it also had high blood pressure medications and was a total of about 100 different preventative medications. Thanks! Steve.

On Jul 19, 2019, at 7:47 AM, Melinda Hansen <Melinda_Hansen@ajg.com> wrote:

Hi Steve and Melissa,

Cigna would cover the diabetes prescriptions at 100% as Kaiser does today.

Thank you,

Melinda Hansen Client Manager

Health & Welfare Consulting

<image001.png>

Direct 425.974.4459 | fax: 425.201.2730

melinda_hansen@ajg.com

www.ajg.com

777 – 108th Ave NE, Suite 200, Bellevue, WA 98004

<image002.jpg> <image004.png>

This e-mail and any files transmitted with it are intended only for the person or entity to which it is addressed and may contain confidential material and/or material protected by law. Any retransmission or use of this information may be a violation of that law. If you received this in error, please contact the sender and delete the material from any computer.

Cedar Park 000238

[Quoted text hidden]

Melinda Hansen <Melinda_Hansen@ajg.com>
To: Steve Orcutt <steve.o@cedarpark.org>
Cc: Jami Hansen <Jami_Hansen@ajg.com>, Melissa Knauss <melissa.k@cedarpark.org>

Mon, Jul 22, 2019 at 8:06 AM

Hi Steve,

All preventative prescription on the HSA are covered at 100% at Cigna. The attached two list is favorable to what you have today. These are the standard list and do not reflect any exclusions approvals already made.

Let me know if you have any other questions.

Thank you,

Melinda Hansen Client Manager

Health & Welfare Consulting



Direct 425.974.4459 | fax: 425.201.2730

melinda_hansen@ajg.com

www.ajg.com

777 – 108th Ave NE, Suite 200, Bellevue, WA 98004



[Quoted text hidden]

[Quoted text hidden]

3 attachments

image003.png
19K



 **Pharmacy%202019%20Generics%20Only%20Preventive%20Drug%20List%20Without%2....pdf**
335K


 **Pharmacy%202018%20No%20Cost%20Share%20Preventive%20Drug%20List.pdf**
92K

Exhibit I



Gallagher

Insurance | Risk Management | Consulting



2019/2020 Employee Benefit Analysis and Recommendations

Proposed Effective Date: September 1, 2019

Jami Hansen, Area-Vice President/Client Consultant

Melinda Hansen, Client Manager

James Stanek, Benefit Analyst

Date Presented: June 10, 2019

IMPORTANT: This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.



Cedar Park002136



Medical

Cost Outline

PPO Plan

		Current Kaiser Permanente	Negotiated Kaiser Permanente	Alternative 1 Cigna	Alternative 2 Cigna	Alternative 3 Cigna	Alternative 4 Cigna
Monthly Rates				<i>Fully Insured</i>	<i>Level-Funded</i>	<i>Fully Insured</i>	<i>Level-Funded</i>
Employee Only	48	\$396.85	\$431.99	\$399.41	\$411.76	\$393.42	\$405.58
Employee + Spouse	5	\$876.79	\$954.44	\$882.26	\$909.55	\$869.03	\$895.91
Employee + Child(ren)	7	\$740.31	\$805.87	\$744.87	\$767.91	\$733.70	\$756.39
Employee + Family	9	\$1,220.25	\$1,328.31	\$1,228.16	\$1,266.14	\$1,209.73	\$1,247.15
PPO Plan Annual Cost	69	\$475,166	\$517,243	\$478,204	\$492,994	\$737,156	\$759,955
% Change			8.9%	0.6%	3.8%		
\$ Change			\$42,077	\$3,038	\$17,828		

HMO Plan

		Current Kaiser Permanente	Negotiated Kaiser Permanente	Alternative 1 Cigna	Alternative 2 Cigna	Alternative 3 Cigna	Alternative 4 Cigna
Monthly Rates				<i>Fully Insured</i>	<i>Level-Funded</i>	<i>Eliminate HMO</i>	<i>Eliminate HMO</i>
Employee Only	37	\$345.53	\$371.70	\$391.13	\$403.23		
Employee + Spouse	4	\$763.40	\$821.22	\$864.03	\$890.75		
Employee + Child(ren)	4	\$644.58	\$693.39	\$729.47	\$752.03		
Employee + Family	1	\$1,062.45	\$1,142.91	\$1,202.73	\$1,239.93		
HMO Plan Annual Cost	46	\$233,748	\$251,451	\$264,584	\$272,767		
% Change			7.6%	13.2%	16.7%		
\$ Change			\$17,703	\$30,836	\$39,019		
HSA Annual Contribution		\$72,500	\$72,500	\$72,500	\$72,500	\$72,500	\$72,500
HRA Annual Contribution		\$70,537	\$75,120	\$75,120	\$75,120	\$75,120	\$75,120
Combined Medical/HSA/HRA Annual Cost	115	\$851,951	\$916,314	\$890,408	\$913,381	\$884,776	\$907,575
% Change			7.6%	4.5%	7.2%	3.9%	6.5%
\$ Change			\$64,363	\$38,457	\$61,430	\$32,825	\$55,623

Remember

- All plan options meet the requirements to be considered Minimum Essential Coverage and a Minimum Actuarial Value Plan.
- HSA funding assumes \$500 per individual and \$1,000 per family.
- Level Funded Arrangement offers 50% surplus share.
- Cigna Fully Insured rates are estimated based on 3% reduction to the Level-Funded rates.
- Alternative 3 and 4 assume PPO plan is the only plan offered with Cigna. Rates are estimated at 1.5% below dual plan rates.
- Kaiser PPO rates would increase if HMO plan was eliminated.
- Cigna has agreed to pay for Single Billing Services.
- Elective abortions are not covered for both the Cigna Fully Insured and Cigna Level-Funded plans.

Cedar Park002137

Prepared by:
Gallagher

The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 2

HRA Administration

Cost Comparison and Utilization

Administration Costs		Current NMR	Renewal NMR
Submission Fee (Per Employee)		\$40.00	\$40.00
Renewal Fee Per Plan Per Year		\$225.00	\$225.00
Total Annual Administration Cost		\$1,105	\$1,105


Reimbursement Limits		Current/Renewal NMR
PPO Plan Deductible		\$4,500/\$9,000
Employee	48	\$3,150
Employee & Family	21	\$6,300
HMO Plan Deductible		\$4,500/\$9,000
Employee	37	\$3,150
Employee & Family	9	\$6,300
Annual Maximum Liability		\$456,750

HRA Utilization Costs and Projections	2018 Reimbursements	1/1/2019 - 5/31/2019 Reimbursements	Current Year Completion Projection	Renewal Year Projection
Combined Plan Utilization	\$65,134	\$17,971	\$69,432	\$74,015
% of Max Utilization	14.3%	3.9%	15.2%	16.2%

Total Costs Projection	Current Projected	Renewal Projected
Total Administration Cost	\$1,105	\$1,105
Utilization Projected costs	\$69,432	\$74,015
Total HRA Annual Cost Projection	\$70,537	\$75,120

Remember

- HRA Utilization Projection is calculated based on current plan designs. If plan designs are changed, it will cause a change in utilization pattern. Actual utilization may vary.
- HRA projection trend: 6.6%

Prepared by:


The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park002138

Cedar Park Assembly of God
September 2019 - Page 3



Medical

Benefit Outline - PPO Plan

PCY = Per Calendar Year	Current/Renewal Kaiser Permanente		Alternative 1 & 2 Cigna	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Medical Plan	Access PPO		Open Access Plus	
Annual Deductible (Individual/Family)	\$4,500/\$9,000		\$4,500/\$9,000	\$9,000/\$18,000
Coinsurance	10% (5% enhanced)*	30%	10%	30%
Annual Out-of-Pocket Maximum (Individual/Family)	\$6,550/\$13,100		\$6,550/\$13,100	\$13,100/\$26,200
Preventive Care	Covered in full	30% after deductible	Covered in full	Not covered
Outpatient Services				
• Office Visit	10% (5%*) after deductible	30% after deductible	10% after deductible	30% after deductible
• Specialist Visit	10% (5%*) after deductible	30% after deductible	10% after deductible	30% after deductible
• Diagnostic Lab & X-ray	10% after deductible	30% after deductible	10% after deductible	30% after deductible
• Surgery	10% after deductible	30% after deductible	10% after deductible	30% after deductible
• Rehabilitation	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 60 visits PCY		Up to 60 visits PCY	
Other Services				
• Chiropractic Care	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 8 visits PCY		Up to 12 visits PCY	
• Acupuncture	10% after deductible	30% after deductible	10% after deductible	30% after deductible
	Up to 12 visits PCY		Up to 12 visits PCY	
Urgent Care	10% after deductible	30% after deductible	Covered in full after deductible	30% after deductible
Emergency Room (copay waived if admitted)	10% after deductible		10% after deductible	
Inpatient Hospitalization	10% after deductible	30% after deductible	10% after deductible	30% after deductible
Prescription Drug Plan	At Preferred Pharmacies		At Preferred Pharmacies	
Annual Deductible (Individual/Family)	Shared with medical		Shared with medical	
Annual Out-of-Pocket Maximum (Individual/Family)	Shared with medical		Shared with medical	
Retail Pharmacy (30-day supply)	After deductible...		After deductible...	
• Generic	\$10		\$10	
• Preferred Brand	\$35 (\$30*)		\$35	
• Non-Preferred Brand	\$70 (\$65*)		\$70	
• Specialty	Above cost shares apply		Above cost shares apply	
Mail Order (90-day supply)	3 x enhanced retail cost share*		2 x retail cost share	
Part D Creditable/Non-Creditable	Creditable		Creditable	
Formulary	KPWA Formulary		Cigna Advantage	

Remember

- For plan years beginning in 2019, non-grandfathered health plans must include embedded in-network self-only out-of-pocket limits for each family member if the family deductible or out-of-pocket maximum is over \$7,900.
- *Enhanced benefit applies when outpatient services are provided at a Kaiser Permanente facility.

The Information contained herein is subject to the disclosures and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park002139

Cedar Park Assembly of God
September 2019 - Page 4

Prepared by:
Gallagher



Medical

Benefit Outline - HMO Plan

	Current/Renewal Kaiser Permanente In-Network Only	Alternative 1 & 2 Cigna In-Network Only
<i>PCY = Per Calendar Year</i>		
Medical Plan	Core HMO	Open Access Plus
Annual Deductible (Individual/Family)	\$4,500/\$9,000	\$4,500/\$9,000
Coinsurance	10%	10%
Annual Out-of-Pocket Maximum (Individual/Family)	\$6,650/\$13,300	\$6,650/\$13,300
Preventive Care	Covered in full	Covered in full
Outpatient Services		
• Office Visit	10% after deductible	10% after deductible
• Specialist Visit	10% after deductible	10% after deductible
• Diagnostic Lab & X-ray	10% after deductible	10% after deductible
• Surgery	10% after deductible	10% after deductible
• Rehabilitation	10% after deductible	10% after deductible
	Up to 60 visits PCY	Up to 60 visits PCY
Other Services		
• Chiropractic Care	10% after deductible	10% after deductible
	Up to 10 visits PCY	Up to 12 visits PCY
• Acupuncture	10% after deductible	10% after deductible
	Up to 12 visits PCY	Up to 12 visits PCY
Urgent Care	10% after deductible	Covered in full after deductible
Emergency Room (copay waived if admitted)	10% after deductible	10% after deductible
Inpatient Hospitalization	10% after deductible	10% after deductible
Prescription Drug Plan	At Preferred Pharmacies	At Preferred Pharmacies
Annual Deductible (Individual/Family)	Shared with medical	Shared with medical
Annual Out-of-Pocket Maximum (Individual/Family)	Shared with medical	Shared with medical
Retail Pharmacy (30-day supply)	<i>After deductible...</i>	<i>After deductible...</i>
• Generic	\$20	\$10
• Preferred Brand	\$40	\$40
• Non-Preferred Brand	\$60	\$60
• Specialty	Above cost shares apply	Above cost shares apply
Mail Order (90-day supply)	3 x retail cost share	2 x retail cost share
Part D Creditable/Non-Creditable	Creditable	Creditable
Formulary	KPWA Formulary	Cigna Advantage

Remember

- For plan years beginning in 2019, non-grandfathered health plans must include embedded in-network self-only out-of-pocket limits for each family member if the family deductible or out-of-pocket maximum is over \$7,900.

Prepared by:
 Gallagher

The information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park002140

Cedar Park Assembly of God
September 2019 - Page 5

Self-Funded Medical

Fixed Cost Comparison

Proposed	
Administration	
TPA	HMA
PBM	CVS Caremark
Network Option	Regence BlueShield
Administrative Fees	115
• Set-Up	\$3,500.00
• Plan Administration	\$28.60
• Network	\$5.50
• Care Management	\$3.75
• Fiduciary	\$2.00
• 24-Hour Nurse Line	\$0.65
• MD Live Telehealth w/ Behavioral	\$1.30
• Care Navigator	\$1.50
• Disease Management	\$3.00
• Cost Transparency Tool	\$1.50
• Maternity Management	\$350 per case
• Creditable Coverage Determination	2 \$385.00
Rate Guarantee	12 months
Annual Administration Cost	\$70,234

Remember

- Determination of employer prescription drug coverage meeting Medicare's Creditable Coverage Requirements - \$385 (fee is per Plan tested).

Self-Funded Medical

Stop Loss Comparison - Financial Analysis

Proposed	
Administration	
TPA	HMA
Stop Loss	
Reinsurer	Symetra
Quote Status	Preliminary
Individual Stop Loss (ISL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Deductible	\$100,000
• Accumulation Basis	Per member
• Annual Maximum	Unlimited
• Lifetime Maximum	Unlimited
• Run-In Limitation	N/A
Aggregate Stop Loss (ASL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Corridor	125%
• Annual Maximum	\$1,000,000
• Run-In Limitation	N/A
Additional Provisions	
• Aggregating Specific Deductible	None
• Specific Advanced Funding	Not Included
• Aggregate Accommodation	Not Included
• Retiree Coverage	Not covered
• Actively at Work	Waived w/ Disclosure
• No New Laser/Rate Cap	Not Included
Laser Liability	None
Rates Subject to Change	Lock w/ data through May
ISL Composite Rate 115	\$186.40
ASL Composite Rate 115	\$21.42
Annual Stop Loss Premium	\$286,792

Remember

- Second year stop loss renewal would be loaded by 15% for maturation factor. This does not include trend or claims renewal increases.

Prepared by:
 Gallagher

The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park002142

Cedar Park Assembly of God
September 2019 - Page 7

Self-Funded Medical

Expected & Maximum Claims Factor Comparison

Proposed	
Stop Loss	
Reinsurer	Symetra
Quote Status	Preliminary
Individual Stop Loss (ISL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Deductible	\$100,000
• Annual Maximum	Unlimited
Aggregate Stop Loss (ASL)	
• Lines of Coverage	Medical/Rx
• Contract Terms	12/12
• Corridor	125%
• Annual Maximum	\$1,000,000
Laser Liability	None
Gallagher Projection	
Underwriting Assumptions	
• Experience Period	May 2017 - April 2019
• Experience Weight (Prior/Current)	33%/67%
• Medical/Rx Trend	5.7%
• Margin	2.0%
Expected Claims Factor (PEPM)	115 \$452.51
Gallagher Annual Expected Claims	\$624,464
Maximum Liability	
Maximum Claims Factors (for ASL)	115 \$619.57
Maximum Annual Claims Liability	\$855,007

Funding Development

Expected Renewal Based on Gallagher Projection Proposed Medical, Rx	
TPA	HMA
Stop Loss	Symetra
ISL	\$100,000
Cost Components	
• Projected Paid Claims	\$624,464
• Projected Fixed Cost	\$357,026
• Estimated Rx Rebates	(\$35,000)
Total Needed Funding	\$946,489
Present Funding	\$708,914
Needed Change to Present Rates	33.5%

Remember

- Second year stop loss renewal would be loaded by 15% for maturation factor. This does not include trend or claims renewal increases.
- Needed and Present Funding do not include HSA or HRA funding.
- Needed Funding includes 5.3% commission for Stop Loss only.

Self-Funded Medical

Stop Loss Comparison - Coverage Analysis

Reinsurer Statement	
Coverage Analysis Statement	
Proposed - Symetra <ul style="list-style-type: none"> • Stop Loss Reinsurer: Symetra • Administration TPA: HMA 	Symetra agrees their stop loss policy will cover agreed upon benefits. Any claims including fiduciary override such as extra contractual payment or claims that are covered or eligible for coverage by Worker's Compensation will not be covered under the stop loss policy. Also, coverage for prescription drugs is required to be included in the experience provided to the underwriter and the stop loss coverage is subject to the terms outlined on the Symetra stop loss policy schedule of benefits.



Dental

Benefit & Cost Outline

	Current/Renewal Delta Dental of WA		Alternative 1 Delta Dental of WA	
	Delta Dental PPO Dentist	Delta Dental Premier or Non-Participating Dentist	Delta Dental PPO Dentist	Delta Dental Premier or Non-Participating Dentist
Dental Plan	MAC		MAC	
Annual Deductible (waived for Preventive & Diagnostic)	\$0 per person \$0 per family	\$50 per person \$150 per family	\$25 per person \$75 per family	
Annual Benefit Maximum	\$1,500 per person		\$2,000 per person	
Waiting Period	12 months for Major services		None	
Services				
• Preventive & Diagnostic	No charge	No charge	No charge	No charge
• Basic	20%	20% after deductible	10% after deductible	10% after deductible
• Major	50%	50% after deductible	40% after deductible	40% after deductible
Periodontics	Covered under Basic		Covered under Basic	
Endodontics	Covered under Basic		Covered under Basic	
Implants	Covered under Major		Covered under Major	
Orthodontia			Children only	
• Services	Not covered		50%	50%
• Lifetime Benefit Maximum			\$2,000 per person	
Late Entrant Penalty	Open Enrollment		None	
Monthly Rates	Current		Renewal	
Employee Only 94	\$48.95	\$48.95	\$56.49	
Employee + Spouse 16	\$95.79	\$95.79	\$110.54	
Employee + Child(ren) 11	\$105.56	\$105.56	\$136.82	
Employee + Family 14	\$152.41	\$152.41	\$190.88	
Rate Guarantee	12 months		12 months	
Total Annual Cost 135	\$113,146		\$135,072	
% Change	0.0%		19.4%	
\$ Change	\$0		\$21,926	

Remember

- Actual claims paid are subject to maximum allowable charge, frequencies, age limitations, and terms and conditions of the contract.

Contribution Outline

		Current			Negotiated			Alternative 1			Alternative 2		
		Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*	Total Cost	ER Cost	EE Cost*
PPO Medical Plan		Kaiser Permanente			Kaiser Permanente			Cigna (Fully Insured)			Cigna (Level-Funded)		
Employee	48	\$396.85	\$281.85	\$115.00	\$431.99	\$306.81	\$125.18	\$399.41	\$283.65	\$115.75	\$411.76	\$292.43	\$119.33
Employee + Spouse	5	\$876.79	\$308.97	\$567.82	\$954.44	\$336.34	\$618.10	\$882.26	\$310.95	\$571.31	\$909.55	\$320.57	\$588.98
Employee + Child(ren)	7	\$740.31	\$303.71	\$436.60	\$805.87	\$330.61	\$475.26	\$744.87	\$305.65	\$439.22	\$767.91	\$315.11	\$452.80
Employee + Family	9	\$1,220.25	\$322.24	\$898.01	\$1,328.31	\$350.77	\$977.54	\$1,228.16	\$324.30	\$903.86	\$1,266.14	\$334.33	\$931.81
HMO Medical Plan		Kaiser Permanente			Kaiser Permanente			Cigna (Fully Insured)			Cigna (Level-Funded)		
Employee	37	\$345.53	\$270.53	\$75.00	\$371.70	\$291.02	\$80.68	\$391.13	\$306.22	\$84.91	\$403.23	\$315.69	\$87.54
Employee + Spouse	4	\$763.40	\$269.02	\$494.38	\$821.22	\$289.39	\$531.83	\$864.03	\$304.51	\$559.52	\$890.75	\$313.93	\$576.82
Employee + Child(ren)	4	\$644.58	\$264.44	\$380.14	\$693.39	\$284.46	\$408.93	\$729.47	\$299.32	\$430.15	\$752.03	\$308.58	\$443.45
Employee + Family	1	\$1,062.45	\$280.56	\$781.89	\$1,142.91	\$301.81	\$841.10	\$1,202.73	\$317.58	\$885.16	\$1,239.93	\$327.40	\$912.53
Medical Annual Cost		\$708,914	\$390,285	\$318,629	\$768,694	\$422,935	\$345,759	\$742,788	\$411,495	\$331,293	\$765,761	\$424,222	\$341,539
Additional Employer Contributions													
Annual HSA Contribution		\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0	\$72,500	\$72,500	\$0
Annual HRA Contribution		\$70,537	\$70,537	\$0	\$75,120	\$75,120	\$0	\$75,120	\$75,120	\$0	\$75,120	\$75,120	\$0
Medical Total Annual Cost		\$851,951	\$533,323	\$318,629	\$916,314	\$570,555	\$345,759	\$890,408	\$559,115	\$331,293	\$913,381	\$571,842	\$341,539
Dental Plan		DDWA			DDWA			DDWA			DDWA		
Employee	94	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00	\$48.95	\$28.95	\$20.00
Employee + Spouse	16	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00	\$95.79	\$35.79	\$60.00
Employee + Child(ren)	11	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00	\$105.56	\$45.56	\$60.00
Employee + Family	14	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00	\$152.41	\$52.41	\$100.00
Dental Total Annual Cost		\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800	\$113,146	\$54,346	\$58,800
Total Annual Cost		\$965,097	\$587,669	\$377,429	\$1,029,460	\$624,901	\$404,559	\$1,003,554	\$613,461	\$390,093	\$1,026,527	\$626,188	\$400,339
% Change					6.7%	6.3%	7.2%	4.0%	4.4%	3.4%	6.4%	6.6%	6.1%
\$ Change					\$64,363	\$37,233	\$27,130	\$38,457	\$25,793	\$12,664	\$61,430	\$38,519	\$22,911

* Under the Affordable Care Act (ACA), coverage is affordable for an employee if the employee's contribution toward the lowest-cost, self-only, minimum value coverage does not exceed a specified percentage of the employee's household income (9.56% for plan years beginning in 2018; 9.86% for plan years beginning in 2019; and 9.86% for plan years beginning in 2020). There are three safe harbors including the Federal Poverty Line safe harbor. To meet the Federal Poverty Line safe harbor for affordability for plan years starting on July 1, 2019 or prior to July 1, 2020, employee contribution for employee-only coverage cannot exceed 9.86% of the Federal Poverty Line which is equal to \$102.63 per month for the 48 contiguous states, \$128.18 for Alaska and \$118.15 for Hawaii. Note: The affordability percentage rate, and therefore the dollar amount, may change annually. Employers may use the poverty guidelines in effect within six months prior to the first day of the plan year. There are two additional safe harbor options that may be used: the Form W-2 Safe Harbor or the Rate of Pay Safe Harbor. Guidance addresses how HRAs, wellness program rewards, flex credits, defined contributions, opt-out payments, and fringe benefit payments required under the Davis-Bacon Act or the Service Contract Act affect the affordability of employer coverage. See Healthcare Reform Guidelines for details.

Cedar Park002147

Prepared by:
Gallagher

The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 12



Voluntary Vision

Benefit & Cost Outline

Employee Share of Eligible Expenses	Current/Renewal vChoice (Underwritten by VSP) Base Plan		Current/Renewal vChoice (Underwritten by VSP) Buy-Up Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
	Signature Plan		Signature Plan	
Vision Plan				
Routine Exam Copay	\$10	\$10	\$10	\$10
Routine Exam	Covered in full*	Reimbursed up to \$50*	Covered in full*	Reimbursed up to \$50*
Materials Copay	\$25	\$25	\$25	\$25
Lenses (per pair)		Reimbursed up to...		Reimbursed up to...
• Single Vision	No charge*	\$50*	No charge*	\$50*
• Lined Bifocals	No charge*	\$75*	No charge*	\$75*
• Lined Trifocals	No charge*	\$100*	No charge*	\$100*
Frames	\$130 allowance then 20% discount*	Reimbursed up to \$70*	\$130 allowance then 20% discount*	Reimbursed up to \$70*
Contact Lenses (in lieu of eyeglasses)				
• Fitting and Evaluation	Up to \$60 copay after 15% discount	Reimbursed up to \$105 for services and materials	Up to \$60 copay after 15% discount	Reimbursed up to \$105 for services and materials
• Elective Contacts	\$130 allowance		\$130 allowance	
Frequency (Exam/Lenses/Frames/Contacts)	12/12/24/12 Months		12/12/12/12 Months	
Monthly Rates	<i>Base</i>	<i>Buy-Up</i>	<i>Current</i>	<i>Renewal</i>
Employee Only	32	6	\$7.86	\$7.86
Employee + Spouse	6	7	\$12.58	\$12.58
Employee + Child(ren)	2	3	\$12.84	\$12.84
Employee + Family	5	0	\$20.71	\$20.71
Rate Guarantee			12 more months	12 more months
Total Annual Cost	45	16	\$5,475	\$5,475
<i>% Change</i>			0.0%	0.0%
<i>\$ Change</i>			\$0	\$0

*Less any applicable copay.

Remember

- Out-of-Network benefits reflect the maximum reimbursement for specific services.
- Members may receive additional discount off of non-covered lens options when services are received from a VSP network provider.
- Frequency applies on a beginning with the first date of service.

Cedar Park002148

Prepared by:
 Gallagher

The Information contained herein is subject to the disclosures and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
September 2019 - Page 13



Life/AD&D

Benefit & Cost Outline

Current/Renewal Lincoln Financial Group				
Life and AD&D Plan				
Benefit Amount	\$10,000			
Guarantee Issue	\$10,000			
Additional Features <ul style="list-style-type: none">• Accelerated Benefit• Conversion• Portability• Waiver of Premium	Up to 75% Included Included Included			
Benefit begins to reduce at age	65			
Monthly Rates		Volume	Current	Renewal
Life (per \$1,000 of benefit)	\$1,714,500	\$0.160	\$0.160	
AD&D (per \$1,000 of benefit)	\$1,714,500	\$0.020	\$0.020	
Rate Guarantee			12 more months	
Total Annual Cost	Lives: 179	\$3,703	\$3,703	
% Change			0.0%	
\$ Change			\$0	



Long-Term Disability

Benefit & Cost Outline

Current/Renewal Lincoln Financial Group			
Long-Term Disability (LTD)			
Elimination Period		90 days	
Covered Monthly Earnings		60%	
Benefit Maximum		\$5,000	
Benefit Minimum		Greater of 10% or \$100	
Definition of Earnings		Basic Monthly Earnings	
Definition of Disability		24 months own occupation	
Maximum Duration		SSNRA	
Tax Free Benefit (Gross Up)		No	
Benefit Limitations			
• Pre-Existing Condition		3/12	
• Mental Health & Chemical Dependency		24 months	
• Self-Reported		24 months	
Additional Features			
• Conversion		Included	
• W2 Prep		Included	
• FICA Matching		Included	
• Employee Assistance Program		Included with up to 4 face-to-face visits PCY	
Monthly Rates	Volume	Current	Renewal
LTD (per \$100 of covered monthly payroll)	\$618,198	\$0.180	\$0.180
Rate Guarantee			12 more months
Total Annual Cost	Lives: 179	\$13,353	\$13,353
% Change			0.0%
\$ Change			\$0



Voluntary Life

Benefit & Cost Outline

Current/Renewal vChoice (Underwritten by Unum)	
Voluntary Life Monthly Rates	
Employee and Spouse (per \$1,000)	
< 25	\$0.057
25 - 29	\$0.069
30 - 34	\$0.092
35 - 39	\$0.103
40 - 44	\$0.115
45 - 49	\$0.172
50 - 54	\$0.264
55 - 59	\$0.493
60 - 64	\$0.756
65 - 69	\$1.456
70 +	\$2.361
Child(ren) (per unit) - Birth to Age 26	\$2.500

Current/Renewal vChoice (Underwritten by Unum)	
Voluntary Life Plan	
Benefit Options	
• Employee	1-5 x earning rounded to \$10,000
• Spouse	.5-2.5 x earnings rounded to \$5,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Benefit Maximum	Lesser of...
• Employee	5 x earnings or \$500,000
• Spouse	50% of employees amount or \$250,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Guarantee Issue	
• Employee	\$210,000
• Spouse	\$105,000
• Children (6 months to 26 years)	\$10,000
• Infant (newborn to 6 months)	\$1,000
Definition of Earnings	Base salary + commissions
Additional Features	
• Accelerated Benefit	75% to \$500,000
• Conversion	Included
• Portability	Included
• Waiver of Premium	Included
Benefit begins to reduce at age	70
Participation Requirement	10

Voluntary AD&D

Benefit & Cost Outline

Current/Renewal	
vChoice (Underwritten by Standard)	
Voluntary AD&D Plan	
Benefit Options	
<ul style="list-style-type: none"> Employee Spouse Children (newborn to 26 years) 	\$100,000 increments 50% of employee amount \$10,000
Benefit Maximum	
<ul style="list-style-type: none"> Employee Spouse Children (newborn to 26 years) 	Lesser of... 10 x earnings or \$500,000 50% of employee amount or \$250,000 \$10,000
Definition of Earnings	Base salary + commissions
Additional Features	
<ul style="list-style-type: none"> Portability Waiver of Premium 	Included Not included
Participation Requirement	10
Voluntary AD&D Monthly Rates	
Employee (per \$1,000)	\$0.047
Spouse (per \$1,000)	\$0.047
Child(ren) (per \$1,000)	\$0.047

Administration Services

Cost Outline

Single Billing Services

Current/Renewal GBS Administrators	
Total Annual Fees	Your fee structure is 2% of monthly medical costs, included in Kaiser's medical premium.

- SBS regeneration fee not paying as billed - \$50
- Cigna will cover the cost of SBS if medical carriers move

Benefit Advocate Center

Current/Renewal GBS	
PEPM Administration Fee	Included

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Negotiated

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$768,694	\$422,935	\$345,759
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,046,517	\$641,958	\$404,559
% Change			6.6%	6.2%	7.2%
\$ Change			\$64,363	\$37,233	\$27,130

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Alternative 1

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Cigna (Fully Insured)	Dual Option PPO/HMO \$4,500 Ded.	\$742,788	\$411,495	\$331,293
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,020,611	\$630,518	\$390,093
% Change			3.9%	4.3%	3.4%
\$ Change			\$38,457	\$25,793	\$12,664

Annual Cost Summary

Current

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Kaiser Permanente	Dual Option PPO/HMO \$4,500 Ded.	\$708,914	\$390,285	\$318,629
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$70,537	\$70,537	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$982,154	\$604,725	\$377,429

Alternative 2

Coverage	Carrier	Benefit/Plan Option	Total Cost	ER Cost	EE Cost
Medical	Cigna (Level-Funded)	Dual Option PPO/HMO \$4,500 Ded.	\$765,761	\$424,222	\$341,539
HSA Funding		\$500 per individual/\$1,000 per family	\$72,500	\$72,500	\$0
Estimated HRA Utilization	NMR	\$3,150 per individual/\$6,300 per family	\$75,120	\$75,120	\$0
Dental	Delta Dental of WA	\$1,500 annual maximum	\$113,146	\$54,346	\$58,800
Life/AD&D	Lincoln Financial Group	\$10,000 flat benefit	\$3,703	\$3,703	\$0
Long-Term Disability	Lincoln Financial Group	60% to \$5,000	\$13,353	\$13,353	\$0
Single Billing Services	GBS Administrations	SBS Administration		Included in Medical	
Total Annual Cost			\$1,043,584	\$643,244	\$400,339
% Change			6.3%	6.4%	6.1%
\$ Change			\$61,430	\$38,519	\$22,911

Carriers Invited To Bid

Self-Insured Plan Administration (TPA)	Response	Commission or Broker Fee	Supplemental Compensation
HMA	Shown in Proposal	Net of commission	\$0.00 to \$40.00 PEPPY
First Choice	Not shown - Base PEPPM Admin Fee 53.8% over HMA	N/A	Not Applicable

Stop Loss	AM Best Rating	Response	RFI Available	Commission or Broker Fee	Supplemental Compensation
Symetra	A	Shown in Proposal	Yes	5.3%	2.5% of Premium
HM	A	DTQ - 37% over current (expected) / 59% over (maximum)	Yes	N/A	3.0% of Premium

Fully-Insured Medical Plans	Response	Commission or Broker Fee	Supplemental Compensation
Kaiser Permanente WA	Current Carrier - Shown in Proposal	5.3%	Not Applicable
Cigna	Shown in Proposal	\$29.41 PEPPM	\$0.00 to \$28.00 PEPPY
Regence BlueShield	Not shown - 22.9% over current and 6.6% over renewal	N/A	\$0.00 to \$40.00 PEPPY
Premiera Blue Cross	Not shown - 32.9% over current and 15.5% over renewal	N/A	0.0% to 0.8% of medical premium
Business Health Trust	Not shown - 30.4% over current and 13.3% over renewal	N/A	Not Applicable
United Healthcare	DTQ - Per UHC: "We have conducted a review of your request and have determined that our rates are uncompetitive and we coming in over the 2019 renewal"	N/A	Not Applicable
Aetna	DTQ - Per Aetna: "We have evaluated all aspects of this group and we have determined we will not be competitive"	N/A	\$0.00 to \$30.00 PMPY
Christian Brothers	DTQ - Group must be part of the Catholic Church to participate	N/A	Not Applicable

Gallagher vChoice Plans	Response	Commission or Broker Fee	Supplemental Compensation
Vision - Vision Service Plan	Current Carrier - Shown in Proposal	10.0%	Not Applicable

Fully-Insured Dental Plans	Response	Commission or Broker Fee	Supplemental Compensation
Delta Dental of Washington	Current Carrier - Shown in Proposal	10.0%	Not Applicable

Miscellaneous Benefit Lines	Response	Commission or Broker Fee	Supplemental Compensation
HRA Administration - NMR	Current Carrier - Shown in Proposal	Net of commission	Not Applicable
Benefit Advocate Center - GBS	Current Carrier - Shown in Proposal	Net of commission	Not Applicable
Single Billing Services - GBSA	Current Carrier - Shown in Proposal	Net of commission	Not Applicable

Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

Cedar Park002157

Prepared by:
 Gallagher

The Information contained herein is subject to the disclosures and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park Assembly of God
 September 2019 - Page 22

Carriers Invited To Bid

Life/AD&D and Disability Plans	AM Best Rating	Response	Commission or Broker Fee	Supplemental Compensation
Lincoln Financial Group	A+	Current Carrier - Shown in Proposal	Life: 20% LTD: 10%	1.0% to 4.5% of Premium

Gallagher vChoice Plans	AM Best Rating	Response	Commission or Broker Fee	Supplemental Compensation
Life - Unum	A	Current Carrier - Shown in Proposal	20.0%	1.25% of Premium
AD&D - Standard	A	Current Carrier - Shown in Proposal	25.0%	1.5% to 2.25% of Premium
Pet Insurance - PetsBest	N/A	Current Carrier - Not Shown	7.5%	Not Applicable
Additional Administrative Fee	N/A	Current Carrier - Shown in Proposal	\$1.25 PEPM	Not Applicable

Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g., HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

A.M. Best's Rating Scale					
Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended
Financial Size Categories					
FSC I	Up to \$1,000	FSC IX	\$250,000 to \$500,000		
FSC II	\$1,000 to \$2,000	FSC X	\$500,000 to \$750,000		
FSC III	\$2,000 to \$5,000	FSC XI	\$750,000 to \$1,000,000		
FSC IV	\$5,000 to \$10,000	FSC XII	\$1,000,000 to \$1,250,000		
FSC V	\$10,000 to \$25,000	FSC XIII	\$1,250,000 to \$1,500,000		
FSC VI	\$25,000 to \$50,000	FSC XIV	\$1,500,000 to \$2,000,000		
FSC VII	\$50,000 to \$100,000	FSC XV	\$2,000,000 Or More		
FSC VIII	\$100,000 to \$250,000		(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)		
Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.					

Non-Grandfathered Status

You had a health policy in effect prior to March 23, 2010, and because you have made significant enough plan changes to have lost your grandfathered status, you must comply with the additional requirements under the Affordable Health Care Act (ACA).

Examples of plan changes that could have caused you to lose grandfathered status include, but may not be limited to

- Significantly cut or reduce benefits; or
- Add or reduce annual dollar limits; or
- Raise coinsurance percentages; or
- Increase deductibles or out-of-pocket maximums by more than the amounts allowed based on medical inflation*; or
- Increase employee contribution percentage by more than 5% of the contribution rate on March 23, 2010 (determined contribution rate based on COBRA valuation for self-insured plans).

*Medical inflation is the increase since March 2010 in the overall medical care component of the Consumer Price Index for All Urban Consumers (CPI-U) (unadjusted) published by the Department of Labor.

Your plan must comply with the provisions that apply to grandfathered plans in addition to the provisions that apply to non-grandfathered plans. The additional requirements that apply to non-grandfathered plans include, but are not limited to:

- Provide coverage to children to age 26 regardless of whether they are eligible for their own employment-based coverage; and
- Provide coverage of recommended preventive services with no cost sharing; and
- Include patient protections such as guaranteed access to emergency room services and OB-GYNs and pediatricians; and
- Include new claims appeal rules including both internal and external review; and
- Comply with nondiscrimination rules for fully insured health plans under Code §105(h) which prohibit discrimination in favor of highly compensated individuals as to benefits and eligibility requirements (pending release of final regulations).

For plan years starting on or after January 1, 2014, plans that have lost grandfathered status will also have to comply with the following:

- No discrimination against individuals participating in clinical trials (insured plans only); and
- No discrimination based on health status; and
- Provide essential benefits (insured plans only) and prohibit cost sharing in excess of the limits for qualified high deductible health plans; and
- No discrimination against healthcare providers acting within the scope of their professional license and applicable State law; and
- Prohibit out-of-pocket limits in excess of applicable out of pocket limits as determined by HHS for plan years starting on or after January 1, 2015.

NOTE: This is only a brief summary of ACA guidance, intended to highlight points with the most universal impact. It is not intended to be a complete summary of requirements, changes, or regulations. Further guidance and probable changes are expected to continue.

Employer Shared Responsibility Mandate/ACA Compliance

Employer Shared Responsibility Mandate (ESRM) Applicable Large Employer	50+ full-time equivalent employees	An employer that employed at least 50 full time equivalent employees (FTE) in the preceding calendar year is required to offer affordable, minimum value health coverage to substantially all FTEs and dependent children or pay a penalty.
Member of Controlled Group?	Subject to Employer Determination	If the total of FTEs for all employers in the controlled group is at least 50, each separate company is and applicable large employer and is subject to the employer mandate. Penalties are then imposed based on the offer of coverage provided by each separate company.
Medical Plan(s) meet Minimum Essential Coverage?	Yes	A plan must meet the minimum essential coverage requirement for an applicable large employer to meet employer mandate requirement. The Summary of Benefits & Coverage is required to reflect if the plan is minimum essential coverage.
Offering to 95% of full-time employees?	Subject to Employer Determination	An applicable large employer is required to offer minimum essential coverage to at least 95% of full-time employees or be subject to a penalty.
Medical Plan(s) meet Minimum Value?*	Yes	If the plan is not of a minimum value, then an employee will be eligible to seek premium assistance from the Marketplace (Exchange). If the employee receives premium assistance through the Marketplace, the employer will be subject to a penalty. The SBC is required to reflect whether the plan is of a minimum value.
Affordable Coverage?*	Subject to Employer Determination	If the cost of health coverage for the employee is unaffordable, then an employee will be eligible to seek premium assistance to purchase a plan from the Marketplace. If the employee receives premium assistance to purchase health coverage, then the employer would be subject to a penalty.

*ACA requires employers covered by the Fair Labor Standards Act to notify employees about the availability of health insurance options for the public marketplaces/exchanges. The Marketplace Notice you provide to new employees may need to be updated if the minimum value and/or affordable coverage status of your plan changes.

NOTE: The answers outlined here are based on the recommendations of this proposal. If these options are not chosen, are modified or final contributions differ, you may be subject to fees and penalties.

Proposal Assumptions

General Assumptions

- Carriers reserve the right to revise rates should any federal, state or local authority mandate a change in benefits or impose or change a tax on plan revenue during the contract period.
- A group health plan may not reduce its coverage of the costs of pediatric vaccines (as defined under section 1928(h)(6) of the Social Security Act as amended by section 13830 of the Omnibus Budget Reconciliation Act of 1993) below the coverage it provided as of May 1, 1993. If the preventive care benefit which includes immunizations is currently in or is added to your medical plan it cannot in the future be deleted.
- Generally all lines of coverage within a carrier must be packaged and have common eligibility.
- Retirees are not eligible for coverage unless they qualify for a COBRA extension.
- Final rates will be based on actual enrollment, participation, employer contribution and other underwriting guidelines.
- Effective date of September 1, 2019. Unless otherwise indicated, rates will be guaranteed for 12 months.
- For plan years ending on or after October 1, 2017, group health plans will be assessed a \$2.39 per life per year Patient-Centered Outcomes Research Institute Fee (PCORI).
For plan years ending on or after 10/1/18 but before 10/1/19, the fee will be \$2.45 per life per year. Fees will be based on the average number of lives covered under the plan during that year. The fee will be paid by the insurer for insured plans and by the plan sponsor for self-insured health plans. For any renewal effective on or after 10/2/18 PCORI does not apply (unless there is a short plan year). If plan year ends on 9/30/19, PCORI does apply.
- **Employer Contribution** Please refer to contribution page.
- **Eligible Employees** Employees must work 30 hours per week to be eligible.
- **Probationary Period** First of month following date of hire.

Kaiser Permanente

- Rates are guaranteed for 12 months until September 1, 2020.
- The employer must contribute at least 50% of the employee-only monthly premium, and the contributions may not be made in a discriminatory manner.
- The proposed rates and benefits assume that 75% of all eligible employees are enrolled in a company-sponsored plan, excluding those who have documented other qualified coverage.
- If enrollment or demographic impact at initial sale effective date has changed by 10% or more from what was bid, the carrier reserves the right to re-rate that new business.
- ACA requires non-grandfathered plans to provide in-network coverage of recommended preventive services with no cost sharing.
- The Mental Health Parity and Addiction Equity Act requires benefits for mental health and substance abuse be similar to those applied to medical/surgical benefits.
- As stated in "General Assumptions."

Proposal Assumptions

Cigna

- Rates are guaranteed for 12 months until September 1, 2020.
- The proposed rates and benefits assume that enrollment in the Cigna HealthCare administered plan is at least 50% of the total eligible population identified as 183.
- If enrollment or demographic impact at initial sale effective date has changed by 10% or more from what was bid, the carrier reserves the right to re-rate that new business.
- ACA requires non-grandfathered plans to provide in-network coverage of recommended preventive services with no cost sharing.
- The Mental Health Parity and Addiction Equity Act requires benefits for mental health and substance abuse be similar to those applied to medical/surgical benefits.
- As stated in "General Assumptions."

Level Funded Arrangement

- Current Specific Stop Loss Deductible is \$50,000.
- Aggregate Corridor is 120%.
- Includes Rx claims for the Individual Stop Loss (ISL) coverage.
- Includes Rx claims for the Aggregate Stop Loss (ASL) coverage.
- Stop Loss contract covers claims incurred since policy inception and are paid during the current policy year. The paid period will be extended in the year of termination to include the 15 months immediately following.
- **Stop Loss Rates**

OAP Plan	Individual Stop Loss	Aggregate Stop Loss
Employee	\$159.67	\$15.40
Emp + Spouse	\$352.71	\$34.00
Emp + Child(ren)	\$297.78	\$28.71
Emp + Family	\$490.98	\$47.34
OAP (N) Plan	Individual Stop Loss	Aggregate Stop Loss
Employee	\$145.59	\$15.92
Emp + Spouse	\$321.61	\$35.16
Emp + Child(ren)	\$271.53	\$29.69
Emp + Family	\$447.69	\$48.95

HMA

- Rates are guaranteed for 12 months until September 1, 2020.
- HMA requires that their clients partners with one of our Preferred Stop Loss Partners. These include SunLife, Symetra, HM, HCC Tokio Marine, Optum Health, QBE, Physicians, Voya, Munich Re, SwissRe, ISU, Commencement Bay Risk Management and Reliance Standard.
- As stated in "General Assumptions."

Cedar Park002162

Proposal Assumptions

Symetra

- Rates are guaranteed for 12 months until September 1, 2020.
- Plan sponsor's Plan Document or Plan Document Amendment is due no later than 90 days after the proposed effective/renewal date of Excess Loss Insurance coverage.
- Please provide details on any individual who has been hospital confined for 30 days or more in the most recent 12 months or is currently on an organ transplant list.
- Any unfunded or pended claims balance must be disclosed, otherwise such claims will not be considered eligible under the Excess Loss Policy.
- This proposal is based upon the following network(s): Blues ASO
- Network Fees are ineligible expenses.
- Retirees are excluded from coverage under the Stop Loss Policy.
- Completed Symetra Disclosure Statement including: diagnosis, treatment received, current status, expected treatment and amount paid during the experience period as of the effective date of coverage.
- Terms are subject to change if final enrollment varies by more than 10% from proposal assumptions. Current census must be received at least 14 days prior to the effective date.
- Updated Large Claims data as well as Monthly Paid Claims and Enrollments as of 90 days prior to the effective date

Delta Dental of WA

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

Lincoln Financial

- Rates are guaranteed for 12 more months until September 1, 2020.
- All employees must be actively at work on their effective date in order to be covered.
- As stated in "General Assumptions."
- Your Plan is potentially discriminatory if it provides a better life insurance benefit to key employees; either on the basis of eligibility, difference in flat amount of benefit, or difference in multiplier. There are nondiscrimination tests that should be reviewed. If your Plan is discriminatory, you would have to tax your key employees on the value of the total amount of employer-paid life insurance.

NMR

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

GBS Administrators

- Rates are guaranteed for 12 months until September 1, 2020.
- As stated in "General Assumptions."

Proposal Assumptions

Gallagher vChoice (Voluntary Vision - Underwritten by VSP)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary Life - Underwritten by Unum)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary AD&D - Underwritten by Standard)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Gallagher vChoice (Voluntary Pet Insurance - Underwritten by PetsBest)

- Rates are guaranteed for a minimum of twenty four months after initial effective date and subject to change at renewal thereafter.
- A minimum participation of 10 employees is required.
- As stated in "General Assumptions."

Prepared by:



The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.

Cedar Park002164

Cedar Park Assembly of God
September 2019 - Page 29

Gallagher Benefit Services Disclaimers

Coverage

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal (analyses, report, etc.) is not a contract and offers no contractual obligation on behalf of GBS.

Renewal/Financial

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis [report, letter, etc.] is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Gallagher Benefit Services Privacy Policy Disclosure

6/10/2019

Cedar Park Assembly of God
Steve Orcutt
16300 112 Ave NE
Bothell, WA - 98011

RE: Privacy Policy Disclosure

Dear Steve Orcutt,

Gallagher Benefit Services, Inc. (Gallagher) treats your personal privacy with care and respect. Because we value our client relationships, we do not disclose our clients' nonpublic personal, financial or health information with third parties, except for the specific purposes listed in the enclosed Privacy Policy Summary or as otherwise permitted by law. Personal information is any information that can be used to identify, locate or contact you or your employees. Personal information does not include publicly available information or individually identifiable business contact information of employees such as name, title, business address, business telephone number or business email address.

Applicable law requires Gallagher to provide our clients with notice of our Privacy Policy, a summary of which is enclosed here (the full text of the Gallagher Privacy Policy can be retrieved at the following URL: <http://www.ajg.com/privacy-policy/>). This policy does not apply to our efforts to market our products and services to you, so you may receive information from us regarding products that may suit your needs.

Gallagher has always been mindful of our clients' privacy. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial and health information and that of your employees.

Thank you for choosing Gallagher Benefit Services, Inc. We appreciate your business and value our relationship.

Enclosure: Privacy Policy Summary

Prepared by:
 Gallagher

**The Information contained herein is subject to the disclosures
and disclaimers on the Assumptions pages of this marketing presentation.**

Cedar Park002166

Cedar Park Assembly of God
September 2019 - Page 31

Gallagher Benefit Services Privacy Policy Disclosure

This Privacy Policy Disclosure outlines and summarizes our information sharing practices to help you understand how we protect your privacy and that of your employees when we collect and use information about you and your employees, and the measures we take to safeguard that information.

Information We May Collect. We may collect the following nonpublic personal, financial or health information about you or your employees including:

- Information we receive from you and your employees on applications or questionnaires, such as occupation, current employer and social security number;
- Information about your transactions with us, our affiliates or previous insurers; such as your policy coverage, claim information, premiums and payment history;
- Information we receive from consumer-reporting agencies such as Equifax that is obtained for the purpose of ascertaining credit histories. These reports are obtained as underwriting tools to determine bill paying habits and credit worthiness for certain individual, personal insurance products. These reports are not subject to race, gender or income.
- Information that allows us to communicate with you or your employees, such as name, user name, password, age, marital status, occupation, mailing address, telephone numbers, email address, or other addresses that allow us to send a message;
- Information that assists us to conduct business with you or your employees, such as types of products or services that may be of interest, employee financial information, or information on your company's size, revenue, type, industry codes, demographics, locations, and financial information;
- Information about your transactions with us, our affiliates, or your previous providers;

Information We Disclose. We do not disclose any nonpublic personal, financial or health information about our clients, former clients or their employees to anyone, except for the purposes of placing your insurance coverage(s), fulfilling your requests for products or services and related activities, responding to your requests for a call or email, processing transactions you request, telling you about products or services we offer and as otherwise permitted by law.

Information Security. We restrict access to nonpublic personal, financial or health information about you and your employees to those employees and subcontractors who have a need to know that information to provide products or services to you or your employees. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal, financial and health information and that of your employees.

Exhibit J



DEPOSITION TRANSCRIPT NOTICE

DATE: 12/01/2022

TO: Kevin H. Theriot

CASE NAME: Cedar Park Assembly of God of Kirkland v. Kreidler, et al.

WITNESS: 30(b)(6) Steven Orcutt

DATE TAKEN: 11/21/2022

The above transcript must be read, and the Errata and/or Declaration signed within 30 days of this notice or before the trial date. Otherwise, signature will be deemed waived for all purposes. Please contact the witness and arrange a convenient time and place for reading and signing. Please submit the signed original Errata and/or Declaration to this office. The form(s) may be emailed to info@buellrealtime.com, mailed to Buell's address in the footer of this letter or faxed to 206.287.9832.


Buell Realtime Reporting, LLC

CC:
Paul M. Crisalli

1325 Fourth Avenue, Suite 1840 Seattle, Washington 98101
708 Market Street, Suite 408 Tacoma, Washington 98402
Seattle 206.287.9066 Tacoma 253.235.0111
e-mail production@buellrealtime.com www.buellrealtime.com

ERRATA**CASE NAME:** Cedar Park Assembly of God of Kirkland v. Kreidler, et al.**DATE TAKEN:** 11/21/2022**WITNESS:** 30(b)(6) Steven Orcutt**CORRECTIONS**

Page	Line	Now Reads	Should Read	Reason
17	22-23	"We provide a Christian counseling network and a Christian club sports program."	"We have over a dozen different ministries including a Christian counseling network and a Christian club sports program."	Misspoke.
22	18-19	"I believe for 13 of the last years I've been here."	"I believe for 13 of the last 14 & 1/2 years I've been here."	Misspoke or transcription error.
32	17-18	"No. We—we have an annual audit by an audit firm but not an accounting firm."	"Yes."	Misspoke or misunderstood question.
69	13-14	"Yes. Because that is a level-funded plan, we could exclude specific procedures."	"Yes it would have excluded abortion and contraceptive services. Because that is a level-funded plan, we could have excluded specific procedures."	Clarify answer to compound question and clarify record to be consistent with previous testimony.
74	10-12	"Yes. Along with all of the other considerations of a level-funded versus a fully-insured plan, which Cigna chose not to bid that year."	"Yes there was an assumption of an exemption for abortion services and certain contraceptives. Along with all of the other considerations of a level-funded versus a fully-insured plan, which Cigna chose not to bid that year."	Clarify answer to compound question and clarify record to be consistent with previous testimony.



Signature of Deponent



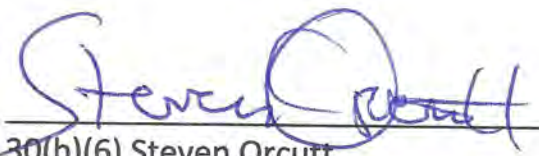
DECLARATION

CASE NAME: Cedar Park Assembly of God of Kirkland v. Kreidler, et al.

DATE TAKEN: 11/21/2022

WITNESS: 30(b)(6) Steven Orcutt

I declare under penalty of perjury under the laws of the State of Washington that I have read my within deposition, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the ERRATA flyleaf page hereof.


30(b)(6) Steven Orcutt

Signed on the 29 day of DECEMBER, 2022.

Exhibit K

Deposition of 30(b)(6) Jason Smith

Cedar Park Assembly of God of Kirkland v Kreidler, et al.

November 21, 2022



206.287.9066 | 800.846.6989

1325 Fourth Avenue, Suite 1840, Seattle, Washington 98101

www.buellrealtime.com

email: info@buellrealtime.com



Page 92

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

CEDAR PARK ASSEMBLY OF GOD OF)	
KIRKLAND, WASHINGTON,)	
)	
)	
Plaintiff,)	
)	
v.)	No. 3:19-cv-05181-BHS
)	
MYRON "MIKE" KREIDLER, et al.,)	
)	
)	
Defendants.)	

30(b)(6) DEPOSITION UPON ORAL EXAMINATION
OF CEDAR PARK ASSEMBLY OF GOD OF KIRKLAND, WASHINGTON
REPRESENTED BY JASON SMITH - VOLUME II

Taken at Kirkland, Washington
(All participants appearing via videoconference.)

DATE TAKEN: November 21, 2022
REPORTED BY: Nicole A. Bulldis, RPR
AZ No. 50955 | CA No. 14441 | WA No. 3384

Page 93

A P P E A R A N C E S

FOR PLAINTIFF:

(via Zoom)

KEVIN H. THERIOT
Alliance Defending Freedom
15100 N. 90th Street
Scottsdale, AZ 85260
(480) 444-0020
ktheriot@adflegal.org

FOR DEFENDANTS:

(via Zoom)

PAUL M. CRISALLI
Office of the Attorney General
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7744
paul.crisalli@atg.wa.gov

--o0o--

Page 94

30(b)(6) DEPOSITION OF JASON SMITH - VOLUME II

EXAMINATION INDEX

EXAMINATION BY	PAGE
Mr. Crisalli.....	95

EXHIBIT INDEX

EXHIBITS FOR IDENTIFICATION	PAGE
22 Cedar Park By-Laws.....	103
23 Smith Letter to Kaiser Permanente - 7/19/19.....	109
24 Smith Letter to Kaiser Permanente - 8/23/19.....	110
25 Second Amended Verified Complaint for Injunctive and Declaratory Relief.....	112
26 Declaration of Jason "Jay" Smith.....	117
27 Exhibit A to Declaration of Jason "Jay" Smith...	117
28 Supplemental Verified Complaint for Injunctive and Declaratory Relief.....	119
29 Orcutt Email String - 3/5/19.....	123

--o0o--

Page 95

1 REPORTED REMOTELY FROM MARICOPA COUNTY, ARIZONA

2 Monday, November 21, 2022; 1:45 p.m.

3 --oOo--

4
5 JASON SMITH, witness herein, having been
6 first duly sworn on oath,
7 was examined and testified
8 as follows:
9

10 E X A M I N A T I O N

11 BY MR. CRISALLI

12 Q. And could you please state your name and spell
13 the last name for the record?

14 A. Jason Smith, S-m-i-t-h.

15 Q. Okay. And you sat in on the deposition that
16 occurred this morning with Mr. Orcutt; is that correct?

17 A. Yes, that's correct.

18 Q. And you heard me give a little preview of some
19 of the ground rules for the deposition; is that right?

20 A. Yeah.

21 Q. Do you recall those? I'm asking whether you
22 want me to repeat all those, or if we could just have a
23 general agreement that those ground rules will apply
24 equally here.

25 A. I recall them, and I -- I agree that they

1 would be applied here.

2 Q. Okay. Great. Thank you.

3 I have Exhibit 1 in the chat for you to
4 download and review. And we are using consecutive
5 exhibits, so you'll see what's going to happen is
6 there's going to be an Exhibit 1, and then the next for
7 you will be, like, Exhibit 22.

8 A. Okay. Yes, I have Exhibit 1.

9 Q. And do you understand that you have been
10 designated by Cedar Park to testify on its behalf as an
11 organization today?

12 A. Yes.

13 Q. Okay. And do you understand that your answers
14 can be binding as to Cedar Park for purposes of this
15 case?

16 A. Yes.

17 Q. All right. And my understanding is that you
18 have been designated to testify as to Topic 1; is that
19 right?

20 A. Yes.

21 Q. That you have been designated to testify as to
22 Topic 2; is that correct?

23 A. That's correct.

24 Q. And then Number 6; is that correct?

25 A. Yes.

Page 97

1 Q. And Topic 7; is that correct?

2 A. Yes.

3 Q. Are there any other of these topics that you
4 believe you have been designated to testify on behalf of
5 Cedar Park today?

6 A. Not to my knowledge.

7 Q. What is your position at Cedar Park?

8 A. Senior pastor.

9 Q. And how long have you been senior pastor at
10 Cedar Park?

11 A. Seven years.

12 Q. And going back, one more clarification. As we
13 did in the last dep, I'm going to use the term "Cedar
14 Park." Do you understand that to be Cedar Park Assembly
15 of God of Kirkland, Washington, the plaintiff in this
16 matter?

17 A. Yes, I do.

18 Q. Okay. Could you briefly describe your
19 education?

20 A. I have an undergraduate degree, a Bachelor of
21 Arts in Biblical Literature and New Testament Greek,
22 and -- and that's the extent of degrees that I have.
23 I've had some seminary that I've worked with in various
24 things, but a bachelor of arts in Bible.

25 Q. Okay. Did you obtain any certification

1 through seminary to become a pastor?

2 A. I -- I am ordained with the Assemblies of God
3 as a minister.

4 Q. And the Assemblies of God, is that -- how
5 would you describe what that is compared to other
6 branches of the Christian religion?

7 A. It is a denomination.

8 Q. That's the word I was looking for. Thank you.

9 And who ordained you as a minister through the
10 Assemblies of God, as in, is there a council or a test
11 or some sort of group of individuals who review and make
12 those kind of determinations that you can be ordained as
13 a minister?

14 A. Yes. It's a combination of the Northwest
15 District Executive Presbytery and the National
16 Presbytery for our denomination.

17 Q. And are you involved presently with either of
18 those as far as -- well, I'll leave it there.

19 Are you involved with either of those two
20 organizations?

21 A. I'm a minister in good standing with both of
22 those organizations.

23 Q. Not fully knowing the structure of how
24 Assemblies of God works, but are you in any kind of
25 leadership position with respect to those two

Page 99

1 organizations as opposed to just Cedar Park?

2 A. I am not.

3 Q. Before becoming a senior pastor at Cedar Park,
4 what did you do before that?

5 A. Over the last 22 years, I have served in
6 various ministerial positions with Cedar Park, with
7 youth, young adults, as well as pastoring one of our
8 campus locations.

9 Q. And who makes the decision for you to be
10 appointed to those particular positions?

11 A. Each of those positions were in the hiring
12 discretion of the previous senior pastor.

13 Q. Okay. And what process did you undergo to be
14 selected as senior pastor with Cedar Park Church?

15 A. It was a process of interviewing with a
16 selection committee as well as our Board of Directors,
17 and then, eventually, a process with -- which requires a
18 vote of our entire membership or congregational body.

19 Q. And that would be Cedar Park, as a whole,
20 having a vote? Whoever voted would make that decision;
21 is that right? That ultimate vote you're describing.
22 I'm just trying to make sure it's Cedar Park's
23 membership that's making that decision.

24 A. Yes, that's correct. The membership of Cedar
25 Park has the prerogative to vote on the appointment of a

Page 100

1 new senior pastor.

2 Q. What is the senior pastor's relationship with
3 the Board of Directors?

4 A. The senior pastor serves as the president of
5 the organization as well as of the Board and works in
6 cooperation with the official Board in making many
7 decisions as well as in cooperation with our
8 congregational vote in making other decisions.

9 Q. Does the senior pastor have veto power of
10 decisions of the Board of Directors?

11 A. Not as such.

12 Q. Does the Board of Directors theoretically have
13 veto power over decisions made by the senior pastor?

14 A. Those are not words that are used in our
15 nomenclature.

16 Q. That's fair.

17 To what extent do those two Assembly of God
18 organizations review the teachings and views of Cedar
19 Park?

20 A. There is no official review via denomination
21 of the teachings of Cedar Park Assembly of God, as such,
22 but the affiliation is with the minister themselves.

23 Q. And I'm trying to understand, like, if Cedar
24 Park took a position that's contrary to the position of
25 one of these affiliations, would there be potentially

1 any consequence to Cedar Park?

2 A. Well, being that the official doctrinal
3 positions of the Assemblies of God are the official
4 doctrinal position of Cedar Park Assembly of God, if
5 there were discrepancies, then that would be a matter of
6 discipline with the individual minister. And the bylaws
7 of the church state clearly our agreement with the
8 doctrinal positions of the denomination.

9 Q. Thank you.

10 Part of what I'm trying to just get out is the
11 difference or how the Assembly of God Doctrine works
12 from the affiliates to the church itself to understand
13 the level of difference that might occur or not occur,
14 so appreciate it.

15 Do you have any expertise in actuarial analyses?

16 A. No.

17 Q. Do you have any expertise in market economics?

18 A. No.

19 Q. Okay. You listened to Mr. Orcutt describe
20 what Cedar Park does in its various business
21 organizations; right?

22 A. Yes.

23 Q. Do you agree with his description of Cedar
24 Park, the organization, and the testimony that he
25 provided?

1 A. Yes. However, the title of business
2 organization isn't something that we use broadly to
3 describe our activities. As such, we view every
4 activity of Cedar Park as an official reach of ministry
5 and of the church. Even though it may look like
6 business in the eyes of, you know, a school is a school
7 is a school, but our underlying mission is the gospel of
8 Christ.

9 Q. Well, and thanks for that.

10 I just want to make sure I understand that
11 there are arms of Cedar Park where they accept payment
12 for goods and services like school, like the missionary
13 car program, et cetera; is that correct?

14 A. To an extent, that is correct, with the
15 exception, for instance, the missionary car is
16 exclusively on a donation basis.

17 Q. Okay. But you don't dispute that Cedar Park
18 pays B&O taxes, for example, on -- or sales taxes;
19 correct?

20 A. I'll let Mr. Orcutt's response satisfy that
21 there.

22 Q. That's all I need. Thank you.

23 What are Cedar Park's beliefs with respect to
24 abortion?

25 A. Cedar Park's beliefs with respect to human

1 life is that it is indeed created in the image of God
2 and that any means to harm that life is an affront to
3 God and to his ways. Specifically, on the issue of
4 abortion, Cedar Park's beliefs and explicitly-stated
5 teachings are that abortion itself is a sin and that --
6 for the reason that it -- it is the harming of an
7 innocent human life.

8 Q. Okay. Thank you.

9 And is this part of Cedar Park's Doctrine as a
10 member of the Assembly of God?

11 A. Yes. It is in agreement with the teachings of
12 the Bible and of the doctrinal statements of the
13 Assemblies of God.

14 (Exhibit No. 22 marked.)

15 Q. (By Mr. Crisalli) Okay. I have Exhibit 22 in
16 there, if you'd like to take a look at it.

17 A. There we go.

18 Hold on here. I see all of the previous
19 exhibits from Mr. Orcutt.

20 Q. Yes.

21 A. Let me see if I can pull that up one more
22 time.

23 Q. And you may -- or, you know, I won't be
24 returning back to, I think, any of them unless I bring
25 them up separately.

1 A. Okay. I have Exhibit 22.

2 Q. Okay. Do you recognize this document?

3 A. Yes.

4 Q. What is this document?

5 A. It is a portion of Cedar Park's Constitution
6 and Bylaws.

7 Q. Okay. And I take it Page 2 is -- includes
8 provisions regarding sanctity of human life; is that
9 correct?

10 A. Yes, that's correct.

11 Q. And would this be where, at least within the
12 bylaws, you could find the doctrine of Cedar Park with
13 respect to its views on human life and potentially
14 abortion?

15 A. Yes.

16 Q. Are there any other provisions that you're
17 aware of within its bylaws that cover this subject?

18 A. This is the -- the section that abortion
19 itself is explicitly stated.

20 Q. And do you know if this is identically worded
21 to what the -- those affiliate organizations might
22 include as part of their constitution or bylaws?

23 A. I'm not aware of that.

24 Q. Okay. Do you know who wrote this?

25 A. I'm not specifically aware of who penned these

1 exact words.

2 Q. Are you familiar with the process that was
3 undertaken to adopt these bylaws?

4 A. Broadly, yes.

5 Q. Is it a similar kind of process as used for,
6 like, selection of a senior pastor where there's a vote
7 by the membership to adopt these bylaws?

8 A. As far as the original adoption of bylaws, it
9 would have been an agreement of the founding members.
10 And as per any changes to those bylaws, a supermajority,
11 two-thirds majority of the voting body of our members
12 would be required along with all of the conditional
13 discussion, debate, and so forth.

14 Q. I'm trying to understand, for Cedar Park, what
15 does it consider constitutes its doctrine? Is it the
16 bylaws and constitution?

17 A. The doctrine of the church or, essentially,
18 the teachings of the church are informed by the
19 scriptures themselves and they are outlined and
20 explicitly stated in the documents of the church. But
21 the constitution and bylaws, as is stated in the
22 position immediately below our position regarding
23 sanctity of human life, states that the constitution and
24 bylaws do not exhaust the extent of our beliefs, but the
25 Bible itself as the inspired and infallible word of God

Page 106

1 that speaks with final authority concerning issues of
2 truth, morality, and conduct, is the sole and final
3 source of all that we believe.

4 Q. And the reason why I'm -- do you deliver
5 sermons at your church?

6 A. I do.

7 Q. Do you consider -- does Cedar Park consider
8 every sermon you've ever given to be the doctrine of the
9 church?

10 A. Every sermon is given in light of the doctrine
11 of the church, and thereby should be in agreement with
12 the doctrines of the church, but do not carry the same
13 matters of final authority that the scriptures
14 themselves, nor even our legal documents of our
15 constitution and bylaws.

16 Q. Okay. Thank you. I just wanted to draw that
17 line and make sure I understood when it became doctrine
18 versus not.

19 Does Cedar Park have a doctrinal view with
20 respect to contraceptives?

21 A. Inasmuch as contraceptives deal with a formed
22 human life, our statement on the sanctity of human life
23 would, as well, inform any teachings that the church
24 might have on contraceptives themselves.

25 Q. Okay. So in layman's terms, this means that

1 some -- it believes that some contraceptives constitute
2 a sin based on how they affect their purpose and others
3 are not deemed a sin. Would that be a correct
4 statement?

5 A. The measuring line that we would hold of where
6 sin comes into the equation wouldn't have much to do
7 with contraception itself, but has everything to do with
8 the ending of a fertilized embryo, which, in the
9 teachings of the scripture and the belief of the church,
10 is the definition of a life. So life itself is the
11 measuring line for us rather than contraception
12 specifically.

13 Q. Okay. Thank you.

14 What are Cedar Park's beliefs with respect to
15 maternity care?

16 A. That maternity care insofar as it is in
17 support of human life being that of both the conceived
18 infant and of the mother and family that she represents
19 is a moral obligation.

20 Q. And is part of the basis for that belief from
21 the same provision in the bylaw that we've been talking
22 about?

23 A. Certainly.

24 Q. Does Cedar Park have any doctrinal beliefs on
25 whether there should be a regulated free market for

1 goods and services?

2 A. Not specifically, no.

3 Q. What was your involvement in Cedar Park's
4 procurement of health insurance for its employees
5 since 2018?

6 A. My involvement was to instruct our CFO and
7 human resources to gather the best information so that I
8 could make a final decision as to what plans were going
9 to be in the best pursuit of caring for our employees in
10 alignment with our doctrinal beliefs and our
11 religiously-held convictions.

12 Q. In 2019, were you the individual who
13 ultimately made the decision whether to purchase Kaiser
14 Permanente versus Cigna?

15 A. Yes. That decision is in the authority of the
16 senior pastor.

17 Q. We heard Mr. Orcutt lay out the reasoning in
18 his deposition as to why Cedar Park purchased a
19 particular plan in 2019 through 2022. Do you have any
20 different reasons for why those particular plans were
21 chosen other than what -- when you made your decision
22 other than what Mr. Orcutt decided -- or, excuse me --
23 testified to?

24 A. I agree with the analysis of Mr. Orcutt in his
25 testimony, and I would add that all of the decisions

Page 109

1 that we have made have been in pursuit of what we deem,
2 based on our doctrinal positions, based on our
3 understanding of best business practices, would be in
4 the best interest of Cedar Park and its employees. Yes.

5 (Exhibit No. 23 marked.)

6 Q. (By Mr. Crisalli) In 2019, did you find --
7 well, I'll just put this in here so it's nice and
8 simple. I'm putting in Exhibit 23.

9 A. I'm looking at Exhibit 23.

10 Q. All right.

11 (Pause in the proceedings.)

12 THE DEPONENT: Is there a question?

13 Q. (By Mr. Crisalli) I wanted to make sure you had
14 an opportunity to review.

15 Do you recognize this document?

16 A. I do.

17 Q. And is this a letter with -- dated
18 July 19, 2019, with your signature at the bottom?

19 A. Yes, it is.

20 Q. And did you write this letter yourself, or did
21 someone else write it for your signature?

22 A. The letter was the product of my direct
23 concerns in consulting and working with others.

24 Q. So did you write the letter yourself, or did
25 someone else write it for you at your direction?

Page 110

1 A. To my recollection, the letter was a
2 collaborative effort written by myself along with voice
3 from legal counsel and others.

4 Q. Okay. And do you recall why this letter was
5 sent?

6 A. Yes.

7 Q. Why is that?

8 A. It was sent upon discovering that forms of
9 contraception that we were under the assumption that
10 were excluded from our plan were, indeed, not excluded
11 from our plan. And so discovering that, we promptly
12 made the request to our insurance carrier to exclude
13 those from our plan, exempt them from our -- our
14 coverage.

15 Q. And how did you come to learn that your plan
16 did not include those exclusions? How did Cedar Park
17 come to learn that its plan did not include those
18 exclusions for certain contraceptives?

19 A. I don't recall the exact happenings of that.
20 I could review and get back to you on that.

21 (Exhibit No. 24 marked.)

22 Q. (By Mr. Crisalli) Okay. Exhibit 24.

23 A. Okay.

24 Q. Okay. Do you recognize this document?

25 A. I do, yes.

Page 111

1 Q. Is this a letter dated August 23, 2019, with
2 your signature at the bottom?

3 A. It is, yes.

4 Q. And do you recall whether you drafted this
5 letter or whether it was drafted for you for your
6 signature?

7 A. I believe that I did write this letter.

8 Q. At the bottom -- do you recall why you sent
9 this letter?

10 A. We sent this letter at the time when we were
11 needing to renew our insurance plan for the calendar
12 year ahead, under the knowledge that the previous
13 understanding that our religious beliefs would allow us
14 to not include coverage for abortion or abortion-causing
15 drugs would no longer be possible in any fully insured
16 plan. Knowing that that was not an option because of
17 Senate Bill 6219, we had no other choice than to renew
18 our plan but to do so under protest.

19 Q. Well, were you presented with the options from
20 Mr. Orcutt for different plans that you could purchase
21 for 2019?

22 A. I was.

23 Q. Did that include the Cigna plan?

24 A. It did.

25 Q. Taking the last paragraph: "Please consider

Page 112

1 this a formal request that Kaiser Permanente separately
2 pay for the cost of all contraceptives."

3 Did I read that correctly?

4 A. Yes.

5 Q. Do you know whether Cedar Park has ever
6 utilized the conscience or religious objection for
7 contraceptives for Kaiser Permanente -- through Kaiser
8 Permanente?

9 A. Can you clarify the question in terms of the
10 timeframe that you're referring to?

11 Q. Since 2019, has Cedar Park ever utilized the
12 religious objection -- its religious objection for all
13 contraceptives through Kaiser Permanente's plan?

14 A. At this point, I don't believe that we have
15 for the reason that we do not object to all forms of
16 contraceptives, merely those that interfere with and
17 prohibit the development of a fertilized human life.

18 (Exhibit No. 25 marked.)

19 Q. (By Mr. Crisalli) Okay. I'm going to be
20 changing subjects. So if you want to put these away,
21 that's fine.

22 I'll go through this more fully, but let's
23 start with the first page. This is a document entitled
24 the "Second Amended Verified Complaint for Injunctive
25 and Declaratory Relief." It's Cedar Park Assembly of

Page 113

1 God of Kirkland versus Myron "Mike" Kreidler and
2 Jay Inslee.

3 Do you recognize this pleading at all?

4 A. Yes, I do.

5 Q. If you go down, let's make sure it's the
6 last -- I believe it's the last page -- not last, of
7 course. Page 29.

8 Are you down on Page 29?

9 A. Yes.

10 Q. Is that your declaration under penalty of
11 perjury?

12 A. Yes, that is my signature.

13 Q. Okay. Did you review this document in signing
14 it -- before signing it?

15 A. Yes, of course.

16 Q. And did you assist in adding or providing
17 facts that were ultimately put into this document?

18 A. Yes.

19 Q. Okay. Without telling me what you told
20 counsel, what I'm most focused on is what facts you
21 provided to -- are in this complaint. And you can speak
22 generally, if you'd like, at first, and then we can get
23 into some of the specifics.

24 A. I believe, generally, it would be the biblical
25 and doctrinal positions, beliefs of Cedar Park Church.

Page 114

1 Q. And did you provide any of the information
2 about, like, what Cedar Park does, or would that have
3 come through, like, Mr. Orcutt?

4 MR. THERIOT: Objection. Vague.

5 THE DEPONENT: Would you mind rephrasing
6 that question?

7 Q. (By Mr. Crisalli) Yeah. In looking at, like --
8 as I read this complaint, I'm assuming -- let me know if
9 I'm wrong. Like a lot -- the legal analysis is not
10 coming from you or anyone at Cedar Park that's legal, a
11 lawyer's legal analysis; right? So I'm looking at the
12 facts, which begin on Page 5. Is that roughly the first
13 part where facts provided by Cedar Park appear in this
14 pleading?

15 A. Yes.

16 Q. Now, does this pleading mention anywhere that
17 Cedar Park had been considering purchasing a plan from
18 Cigna?

19 A. Can -- am I understanding you to ask if the --
20 this amended complaint references a Cigna plan in it?
21 Is that what your question is?

22 Q. Correct.

23 A. Well, I don't have it memorized, but I
24 don't -- I don't believe it refers specifically to them
25 as a carrier.

Page 115

1 Q. And going to Page 8, the Paragraph 43, my
2 understanding from reviewing this is this is the only
3 discussion of Cedar Park considering an alternative plan
4 for a health care plan. Is that a fair reading of the
5 complaint? Do you have any reason to disagree with
6 that?

7 MR. THERIOT: Objection in that it
8 calls -- to the extent that it calls for a legal
9 conclusion.

10 THE DEPONENT: In my understanding, this
11 paragraph in the complaint is a reference to the --
12 other than a fully insured plan, which is what we have
13 and what we have had previous to Senate Bill 6219, which
14 allowed us to exclude things that were morally
15 reprehensible to us, the only option available to us
16 that would allow us to exercise those rights would be a
17 self-insured -- either fully self-insured or
18 level-funded plan.

19 So what you read in this paragraph is
20 what the analysis of what the potential initial
21 first-year increase of expense with that plan as opposed
22 to a fully insured plan, which we had previous to there
23 with religious convictions intact and which we currently
24 have under the current arrangement which makes those
25 religious exemptions impossible.

Page 116

1 Q. (By Mr. Crisalli) Well, all right. So this
2 states, second sentence: "It would cost Cedar Park
3 approximately \$243,125 in additional annual costs to
4 become self-insured."

5 Do you know where that number came from?

6 MR. THERIOT: Object to the extent it's
7 outside of the scope of the topics that he's been
8 designated to.

9 Q. (By Mr. Crisalli) Well, you signed this
10 document; right?

11 A. The number is on the basis of some analysis
12 that our broker did at our request based on where in the
13 year that this was signed, where our current utilization
14 was, and it was an estimate and analysis of what the
15 next year under those same assumptions would -- would
16 cost us additional to what we were paying.

17 Q. Was this number, the \$243,125 in increased
18 costs referenced only to a self-insured plan provided by
19 Kaiser Permanente?

20 A. I don't know the specifics of what it was --
21 which plan it was in reference to.

22 Q. Were you aware at the time of signing this
23 that Cigna had offered a plan that was cheaper than
24 Kaiser's plan and would allow for Cedar Park to exercise
25 its religious objections to abortion and certain

Page 117

1 contraceptives?

2 A. I don't recall that.

3 (Exhibit Nos. 26 and 27 marked.)

4 Q. (By Mr. Crisalli) Let's go to Exhibit 26.

5 All right. I'm doing 26 and 27. They're --
6 the reason why I have them as two exhibits is because of
7 how they are in the filing system with the federal
8 courts, but they're connected documents in that 27 is
9 the -- should be the exhibit to 26.

10 Let's start with 26 and we can get to 27 if
11 it's needed.

12 A. Okay.

13 Q. All right. Do you recognize this document?

14 A. I do.

15 Q. And is this your declaration signed on
16 September 13, 2019?

17 A. Yes, it is.

18 Q. And in this document, you discuss your
19 communications with Kaiser Permanente regarding
20 purchasing a health plan through that carrier; is that
21 correct?

22 A. Yes.

23 Q. And Exhibit A, which is Exhibit 27 to this
24 deposition, if you want to take a quick look there.

25 A. Is there a specific portion of that or should

1 I review the entire document?

2 Q. It's just a brief skim to confirm these are
3 the emails referenced in your exhibit discussing what
4 Kaiser's plan would be like with respect to coverage for
5 abortion services and certain contraceptives.

6 Are you ready?

7 A. Sure, yes.

8 Q. Okay. I didn't know if you were done yet.
9 I'm sorry.

10 A. Sorry. No, I just finished and was awaiting.

11 Q. Zoom, it's still awkward.

12 Going -- so does -- is Exhibit 27 the emails
13 discussed in the declaration which is provided as
14 Exhibit 26?

15 A. Yes.

16 Q. In reviewing Exhibit 26, at any point, does
17 this declaration mention that Cedar Park had considered
18 a plan from Cigna for 2019?

19 A. It broadly refers to self-insured plans of
20 which the level-funded plan offered by Cigna is a form
21 of self-insurance.

22 Q. But is there any reference in there that this
23 is -- have you done any analysis to see whether that
24 243,125 in costs connects to the cost it would be for
25 Cigna?

Page 119

1 A. I have no reason to doubt that the 243- was on
2 the best assumptions of our broker as they analyzed what
3 we put before them.

4 Q. Did you review, in 2019, the comparison of
5 benefits and costs that were provided by the broker to
6 determine whether to purchase Kaiser or Cigna?

7 A. Yes, in coordination with Mr. Orcutt.

8 (Exhibit No. 28 marked.)

9 Q. (By Mr. Crisalli) Okay. I have put in
10 Exhibit 28. At least this is a shorter version than the
11 second supplemental -- or second verified complaint, so
12 if you want to take a quick moment.

13 A. Okay.

14 Q. Okay. Is -- on the last page of Exhibit 28,
15 is that your declaration under penalty of perjury dated
16 the 2nd day of October 2019?

17 A. It is.

18 Q. And did -- do you recall reviewing this
19 document before signing that?

20 A. Yes, I do.

21 Q. And in -- anywhere in this document, does it
22 reference that Cedar Park considered purchasing Cigna
23 for 2019 as its health insurance carrier?

24 A. It does not mention Cigna or any other carrier
25 that we declined to purchase coverage from.

Page 120

1 Q. And my next question: At any point in this,
2 does it reference that Cedar Park had reviewed and
3 considered other carriers aside from Cigna or Kaiser
4 Permanente that would provide plans consistent with its
5 religious beliefs?

6 A. This document does not state as such.

7 Q. Okay. We can put these to the side so you
8 don't need to worry about these anymore.

9 What burdens does Cedar Park believe exist
10 when exercising its religious beliefs when purchasing a
11 healthcare plan for its employees?

12 MR. THERIOT: Objection. Calls for a
13 legal conclusion.

14 Q. (By Mr. Crisalli) You may answer.

15 A. The fact that in order to purchase a plan that
16 meets the needs of our employees, the only option that
17 we have viable or available to us in the fully insured
18 plans precludes us from exempting abortion and/or
19 abortion-causing drugs. It is indeed a great burden to
20 us. It violates the expression of our understandings of
21 the Bible and it forces us to make the only choice that
22 we have is to purchase a plan and to do so under --
23 under great objection because we have really been
24 shoehorned into purchasing a product that there was no
25 other -- no other viable choice.

1 Q. Does Cedar Park have in its doctrine any
2 religious tenet which requires it to purchase a fully
3 insured plan as opposed to any other kind of plan?

4 A. In the official doctrinal statements of the
5 church, there is no reference to insurance, fully
6 funded, or otherwise, but it would be an extrapolation
7 of our understanding of the things needed to support our
8 moral and doctrinal obligation to support human life.

9 Q. Do you believe -- does Cedar Park believe that
10 a level-funded plan does not support human life?

11 A. That is not a statement I would make.

12 Q. What religious burden is there on Cedar Park
13 to have to negotiate, if it has to negotiate with
14 carriers, in order to conform with its -- for them to
15 present plans that conform with its religious beliefs?

16 MR. THERIOT: Objection. Vague.

17 THE DEPONENT: I was -- would you mind
18 restating that question?

19 Q. (By Mr. Crisalli) I'll restate it.

20 A. Sure.

21 Q. Is there any burden to Cedar Park's religious
22 beliefs in having to negotiate with carriers to develop
23 a plan that conforms with Cedar Park's religious
24 objections?

25 A. No. In fact, that's what we've been

1 endeavoring to do for these last four years.

2 Q. Does Cedar Park have a doctrinal or dogmatic
3 view as to whether it must use a large group health
4 plan?

5 A. No. And, again, our choice based on large
6 group plan and/or otherwise is merely in pursuit of the
7 greatest means for us to support life in a manner that
8 is consistent with biblical teaching.

9 Q. So you would have the same answer if I were to
10 ask regarding small health plans, small group health
11 plans?

12 A. I'm not familiar with the details of small
13 group health plans. Sorry.

14 Q. Is Cedar Park taking the position that it
15 cannot exercise its religious views unless all
16 businesses must provide services consistent with Cedar
17 Park's religious beliefs?

18 A. No, our -- our argument is not with any
19 business.

20 Q. Have you ever -- well, strike that.

21 Is Cedar Park aware of any law, statutes or
22 rule that mandates Cedar Park to use Kaiser Permanente
23 as its insurance carrier?

24 A. No.

25 MR. CRISALLI: Okay. So let's take

Page 123

1 ten minutes so I can go over my notes, and then that
2 might be it. I might have some follow-up. We'll see.

3 MR. THERIOT: Thanks.

4 THE DEPONENT: Okay.

5 MR. CRISALLI: Thanks. Off the record.

6 (A break was taken from
7 2:43 p.m. to 2:52 p.m.)

8 Q. (By Mr. Crisalli) Do you understand that you're
9 still under oath?

10 A. Yes.

11 (Exhibit No. 29 marked.)

12 Q. (By Mr. Crisalli) Okay. I have Exhibit 29, and
13 do you recall ever seeing this document?

14 A. Yes.

15 Q. When did you -- what's your recollection of
16 reviewing this document?

17 A. I don't recall a specific time or instance.

18 Q. Okay. And this is an email from Steve Orcutt
19 to Melissa Knauss and Jami Hansen. I realize you're not
20 on this, but I'll represent I, during the break, went
21 through and searched all the discovery in this matter to
22 determine whether -- where the 243,125 came from, and
23 this was the only place in the document production from
24 plaintiffs that I found this number.

25 Do you believe that this might have been the

Page 124

1 source of that number that was in the pleadings? Does
2 Cedar Park believe -- did Cedar Park base its number for
3 additional costs of 243,125 from this email?

4 A. I'm not sure that the basis of it would come
5 from this email. It appears that this email is
6 referencing a number that Gallagher has confirmed in
7 their analysis of what self-insurance would cost
8 additionally.

9 Q. And --

10 A. So --

11 Q. Sorry. Go ahead. I don't want to interrupt
12 you.

13 A. That was a complete answer.

14 Q. Okay. And this email nowhere describes what
15 it means to be self-insured let alone who would
16 administrate it; correct?

17 A. This email does not appear to be a
18 comprehensive description of self-insurance, no.

19 Q. Okay. Do you know of any other place -- does
20 Cedar Park know of any other place where this 243,125
21 might have come from after March 5, 2019?

22 MR. THERIOT: Object to the extent that
23 it's outside of the scope of what he's been designated
24 to testify as to.

25 THE DEPONENT: I'm not aware of that.

Page 125

1 MR. CRISALLI: Okay. Those are all the
2 questions I have. I'm going to leave it open on this
3 just one -- well, any subsequent issues just because --
4 but we'll leave it at that.

5 Thank you very much for your time.

6 Do you have any questions, Kevin?

7 MR. THERIOT: I don't have any questions.
8 I -- actually, let me take five minutes and then come
9 back. I may have one question.

10 MR. CRISALLI: Okay.

11 (A break was taken from
12 2:56 p.m. to 2:59 p.m.)

13 (Deposition concluded at 2:59 p.m.)

14 (Signature reserved.)

15 --o0o--

16

17

18

19

20

21

22

23

24

25

C E R T I F I C A T E

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

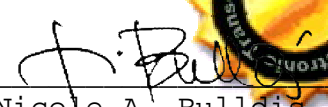
I, Nicole A. Bulldis, RPR, a Certified Court Reporter, do hereby certify under the laws of the State of Washington:

That the foregoing 30(b)(6) deposition upon oral examination of Cedar Park Assembly of God of Kirkland, Washington designee Jason Smith was taken stenographically by me, via Zoom, on November 21, 2022, and transcribed under my direction;

That the witness was duly sworn by me to testify truthfully, and that the transcript of the deposition is full, true, and correct to the best of my ability;

That I am not a relative, employee, or counsel of any party to this action or relative or employee of such counsel, and that I am not financially interested in the said action or the outcome thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of December 2022.


Nicole A. Bulldis, RPR
WA CCR. No. 3384




Exhibit L



DEPOSITION TRANSCRIPT NOTICE

DATE: 12/01/2022

TO: Kevin H. Theriot

CASE NAME: Cedar Park Assembly of God of Kirkland v. Kreidler, et al.

WITNESS: 30(b)(6) Jason Smith

DATE TAKEN: 11/21/2022

The above transcript must be read, and the Errata and/or Declaration signed within 30 days of this notice or before the trial date. Otherwise, signature will be deemed waived for all purposes. Please contact the witness and arrange a convenient time and place for reading and signing. Please submit the signed original Errata and/or Declaration to this office. The form(s) may be emailed to info@buellrealtime.com, mailed to Buell's address in the footer of this letter or faxed to 206.287.9832.

Buell Realtime Reporting, LLC

CC:
Paul M. Crisalli

1325 Fourth Avenue, Suite 1840 Seattle, Washington 98101
708 Market Street, Suite 408 Tacoma, Washington 98402
Seattle 206.287.9066 Tacoma 253.235.0111
e-mail production@buellrealtime.com www.buellrealtime.com



ERRATA

CASE NAME: Cedar Park Assembly of God of Kirkland v. Kreidler, et al.

DATE TAKEN: 11/21/2022

WITNESS: 30(b)(6) Jason Smith

CORRECTIONS*

Page	Line	Now Reads	Should Read
<u>102</u>	<u>4</u>	<u>"reach"</u>	<u>"outreach"</u>
<u>107</u>	<u>8</u>	<u>"the ending of a fertilized embryo"</u>	<u>"the ending of the life of a fertilized embryo"</u>
<u>107</u>	<u>10</u>	<u>"is the definition of life"</u>	<u>"meets the definition of life..."</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

***Reason for corrections: transcription error or misspoke.**



Signature of Deponent



DECLARATION

CASE NAME: Cedar Park Assembly of God of Kirkland v. Kreidler, et al.

DATE TAKEN: 11/21/2022

WITNESS: 30(b)(6) Jason Smith

I declare under penalty of perjury under the laws of the State of Washington that I have read my within deposition, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the ERRATA flyleaf page hereof.



30(b)(6) Jason Smith

Signed on the _____ day of _____, 202__.